

BEFORE SUBMITTING YOUR BID

- 1. Use pen and ink to complete the Bid.**
- 2. Have you signed and completed the Contract Agreement, Offer & Award Forms?**
- 3. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.**
- 4. Have you included prices for all Bid Items? (“Zero is not considered a bid price.”)**
- 5. Have you included a bid guarantee? Acceptable forms are:**
 - A. Bid Bond on the Department’s prescribed form for 5% of the Bid Amount. (Or forms that do not contain any significant variations from the Department’s forms as solely determined by the Department.)**
 - B. Official Bank Check, Cashier’s Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors.**
- 6. If the written Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta. Other means, such as U.S. Postal Services’ Express Mail has proven not to be reliable.**

AND FOR FEDERAL AID PROJECTS

- 7. Have you included your DBE Utilization commitment in the proper amounts and signed the DBE Certification?**

If you need further information regarding Bid preparation, call the DOT Contracts Section at (207)624-3410.

For complete specifications regarding bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, Revision December 2002.

NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes at the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contract Rebecca Pooler at rebecca.pooler@maine.gov.

NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

This should not be much of a change for those of you who use Federal Express or similar services.

Hand-carried Bids may be in one envelope as before, and should be marked with the following information:

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
Bid Guaranty-Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____, of the City/Town of _____ and State of _____

as Principal, and _____ as Surety, a

Corporation duly organized under the laws of the State of _____ and having a usual place of

Business in _____ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of _____ for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of _____

_____ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

Signed and sealed this _____ day of _____ 20____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required.

REQUEST FOR INFORMATION

Response By:_____ Date: _____

INSTRUCTIONS FOR PREPARING THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

The Contractor Shall:

1. Submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan to the Contract's Engineer by 4:30 P.M. on the Bid day.
2. Extend equal opportunity to MDOT certified DBE firms (as listed in MDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Insert Contractor name, the name of the person(s) preparing the form, and that person(s) telephone and fax number.

Provide total Bid price, Federal Project Identification Number, and location of the Project work.

In the columns, name each DBE firm to be used, provide the Unit or Item cost of the Work/Product to be provided by the DBE firm, give a brief description of the Work, and the dollar value of the Work.

If no DBE firm is to be utilized, the Contractor must document the reason(s) why no DBE firms are being used. Specific supporting evidence of good faith efforts taken by Contractors to solicit DBE Bidders must be attached. This evidence, as a minimum, includes phone logs, e-mail and/or mail DBE solicitation records, and the documented results of these solicitations.

NOTICE

Disadvantaged Business Enterprise Proposed Utilization

The Apparent Low Bidder must submit the Disadvantaged Business Enterprise Proposed Utilization form by close of Business (4:30 P.M.) on Bid day.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form contains additional information that is required by USDOT.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form must be used.

A copy of the new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan and instructions for completing it are attached.

Note: Questions about DBE firms, or to obtain a printed copy of the DBE Directory, contact Equal Opportunity at (207) 624-3066.

MDOT's DBE Directory of Certified firms can also be obtained at http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm

CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE PROPOSED UTILIZATION PLAN

Low Bidder shall furnish completed form to Contracts Section by 4:30 P.M. on Bid Opening day.

TO: MDOT Contracts Section
16 State House Station,
Augusta, Me 04333-0016
or
Fax: 207-624-3431

Contractor: _____
Prepared by: _____
Telephone: _____ Fax: _____

BID PRICE: \$ _____ FEDERAL PROJECT # _____ LOCATION: _____

TOTAL DBE PARTICIPATION AS A PERCENT OF TOTAL BID PRICE = _____ %

DBE Firm*	Unit/Item Cost	Unit #	Description of work & Item Number	Actual \$ Value
Total >				

If no DBE firm(s) are used, bidder must document efforts made to secure DBE participation and attach supporting evidence of this effort:

_____.

Examples: Bidder relies wholly upon low quote subcontractor section, DBE firm(s) were not low quote. No DBE firms bid.

*Only DBE firms certified by MDOT prior to bidding can be utilized by Contractor for DBE credit.
Directory of certified DBEs is available on MDOT's website: www.state.me.us/mdot

Equal Opportunity Use:

Plan received ____/____/____ Verified by: _____ Action: _____



Office of Human Resources

Equal Opportunity

MAINE DEPARTMENT OF TRANSPORTATION

Certified Disadvantaged and Women Business Enterprise

DBE DIRECTORY - MINORITY OWNED

WBE DIRECTORY - WOMEN OWNED

WEBSITE FOR DIRECTORY CAN BE FOUND AT:

http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm

It is the responsibility of the Contractor to access the DBE Directory at this site in order to have the most current listings.

STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for Highway Improvements and Highway Resurfacing in the city of Lewiston" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on July 23, 2004, and at that time and place publicly opened and read. Bids will be accepted from contractors prequalified by the Department of Transportation for Highway Construction projects. All other Bids may be rejected. MDOT provides the option of electronic bidding. We now accept electronic bids for those bid packages posted on the [bids.com](http://www.bids.com) website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. During this transition, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine Federal Aid Project No's. STP-8818(00)X / STP-1025(30)X, PINS. 8818.00 / 10253.00

Location: In Androscoggin County, project STP-8818(00)X is located on Lincoln St. from approx. 0.02 mi south of Lincoln and Maine St's extending southerly approx. 0.4 mi. to Cedar St. Project STP-1025(30)X is located on Cedar St. from Lisbon St. extending Southerly approx. 0.33 mi to South Br. over the Androscoggin River.

Outline of Work: Grading, drainage, base, hot mix asphalt, curb, planting trees and shrubs, traffic signals, alternate bid for sidewalks, wiring for highway lighting, and other incidental work.

The basis of award will be Section 0001.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at <http://www.state.me.us/mdot/project/design/homepg.htm> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Project Manager Heath Cowan** at (207)624-3431. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at (207) 624-3007.

Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Division VII Office in Dixfield. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207)624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Full size plans \$57.00 (\$64.00 by mail). Half size plans \$29.00 (\$33.00 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

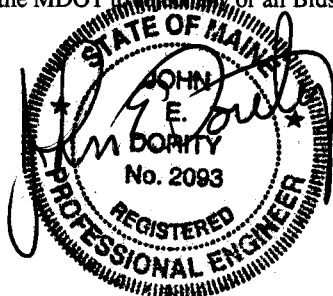
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$50,000.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail] Standard Detail updates can be found at <http://www.state.me.us/mdot/project/design/homepg.htm>

The right is hereby reserved to the MDOT to reject any or all Bids.

Augusta, Maine
June 2, 2004



JOHN E. DORITY
CHIEF ENGINEER

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS
&
SUBMISSION OF BID BOND VALIDATION NUMBER (IF APPLICABLE)

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php>. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

MAINE DEPARTMENT OF TRANSPORTATION

BID

DATE OF OPENING :

CALL ORDER :

CONTRACT ID : 008818.00

PROJECTS

STP-8818 (00) X

STP-1025 (30) X

COUNTY : ANDROSCOGGIN

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 008818.00

PROJECT(S): STP-8818(00)X
STP-1025(30)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
SECTION 0001 HIGHWAY ITEMS				
0010	201.23 REMOVING SINGLE TREE TOP ONLY	7.000 EA		
0020	201.24 REMOVING STUMP	7.000 EA		
0030	202.15 REMOVING MANHOLE OR CATCH BASIN	22.000 EA		
0040	202.202 REMOVING PAVEMENT SURFACE	8610.000 M2		
0050	203.20 COMMON EXCAVATION	7800.000 M3		
0060	203.2312 HEALTH AND SAFETY PLAN	LUMP	LUMP	
0070	203.2333 DISPOSAL OF SPECIAL EXCAVATION	50.000 MG		
0080	203.25 GRANULAR BORROW	115.000 M3		
0090	206.061 STRUCTURAL EARTH EXCAVATION - DRAINAGE AND MINOR STRUCTURES, BELOW GRADE	790.000 M3		

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 008818.00

PROJECT(S): STP-8818(00)X

STP-1025(30)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0100	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	6670.000 M3		
0110	310.25 PLANT MIX RECYCLED ASPHALT PAVEMENT - 125 MM DEPTH	3950.000 M2		
0120	403.207 HOT MIX ASPHALT 19.0 MM NOMINAL MAX SIZE	1550.000 MG		
0130	403.208 HOT MIX ASPHALT 12.5 MM, SURFACE	880.000 MG		
0140	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTAL)	435.000 MG		
0150	403.210 HOT MIX ASPHALT 9.5 MM NOMINAL MAX SIZE	660.000 MG		
0160	403.211 HOT MIX ASPHALT (SHIM)	34.000 MG		
0170	409.15 BITUMINOUS TACK COAT APPLIED	3300.000 L		
0180	603.159 300 MM CULVERT PIPE OPTION III	68.000 M		
0190	603.169 375 MM CULVERT PIPE OPTION III	100.000 M		

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 008818.00

PROJECT(S): STP-8818(00)X

STP-1025(30)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0200	603.179 450 MM CULVERT PIPE OPTION III	119.000 M		
0210	603.189 525 MM CULVERT PIPE OPTION III	25.000 M		
0220	603.199 600 MM CULVERT PIPE OPTION III	109.000 M		
0230	604.072 CATCH BASIN TYPE A1-C	34.000 EA		
0240	604.09 CATCH BASIN TYPE B1	1.000 EA		
0250	604.092 CATCH BASIN TYPE B1-C	3.000 EA		
0260	604.096 1500 MM CATCH BASIN TYPE B1-C	5.000 EA		
0270	604.15 MANHOLE	3.000 EA		
0280	605.09 150 MM UNDERDRAIN TYPE B	266.000 M		
0290	605.11 300 MM UNDERDRAIN TYPE C	598.000 M		
0300	605.12 375 MM UNDERDRAIN TYPE C	58.000 M		

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 008818.00

PROJECT(S): STP-8818(00)X

STP-1025(30)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0310	605.13 450 MM UNDERDRAIN TYPE C	321.000 M		
0320	605.14 525 MM UNDERDRAIN TYPE C	13.000 M		
0330	607.24 REMOVE AND RESET FENCE	43.000 M		
0340	609.11 VERTICAL CURB TYPE 1	760.000 M		
0350	609.12 VERTICAL CURB TYPE 1 - CIRCULAR	90.000 M		
0360	609.234 TERMINAL CURB TYPE 1 - 1.2 METER	38.000 EA		
0370	609.237 TERMINAL CURB TYPE 1 - 2.1 METER	99.000 EA		
0380	609.31 CURB TYPE 3	32.000 M		
0390	609.38 RESET CURB TYPE 1	274.000 M		
0400	610.18 STONE DITCH PROTECTION	10.000 M3		
0410	615.07 LOAM	235.000 M3		

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 008818.00

PROJECT(S): STP-8818(00)X

STP-1025(30)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0420	616.08 SODDING	635.000		
		M2		
0430	618.1301 SEEDING METHOD NUMBER 1 - PLAN QUANTITY	14.000		
		UN		
0440	619.1201 MULCH - PLAN QUANTITY	19.000		
		UN		
0450	621.158 FLOWERING CRAB (50 MM - 65 MM CALIPER)	19.000		
		EA		
0460	621.201 MEDIUM DECIDUOUS TREE (50 MM - 65 MM CALIPER) GROUP A	29.000		
		EA		
0470	621.273 LARGE DECIDUOUS TREE (50 MM - 65 MM CALIPER) GROUP A	43.000		
		EA		
0480	621.511 DECIDUOUS SHRUBS (450MM - 600MM) GROUP A	18.000		
		EA		
0490	621.54 DECIDUOUS SHRUBS (450 MM - 600 MM) GROUP A	12.000		
		EA		
0500	621.80 ESTABLISHMENT PERIOD	LUMP	LUMP	
0510	626.11 PRECAST CONCRETE JUNCTION BOX: _____	8.000		
		EA		
0520	626.22 NON-METALLIC CONDUIT	178.000		
		M		

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 008818.00

PROJECT(S): STP-8818(00)X

STP-1025(30)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0530	626.331 900 MM FOUNDATION	8.000 EA		
0540	626.35 CONTROLLER CABINET FOUNDATION	2.000 EA		
0550	627.407 REFLECTORIZED PLASTIC WHITE OR YELLOW PAVEMENT MARKING	50.000 M2		
0560	627.711 WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE (PLAN QUANTITY)	4050.000 M		
0570	627.75 WHITE OR YELLOW PAVEMENT AND CURB MARKING	65.000 M2		
0580	627.76 TEMPORARY PAVEMENT MARKING LINE, WHITE OR YELLOW	LUMP	LUMP	
0590	629.05 HAND LABOR, STRAIGHT TIME	24.000 HR		
0600	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	5.000 HR		
0610	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	5.000 HR		
0620	637.071 DUST CONTROL	LUMP	LUMP	

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 008818.00

PROJECT(S): STP-8818(00)X

STP-1025(30)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	CTS	BID AMOUNT DOLLARS	CTS
0630	643.71 TRAFFIC SIGNAL MODIFICATION Chestnut and Canal	LUMP	LUMP			
0640	643.80 TRAFFIC SIGNALS AT Lincoln and Cedar Streets	LUMP	LUMP			
0650	643.80 TRAFFIC SIGNALS AT Lincoln and Chestnut Stret	LUMP	LUMP			
0660	643.86 TRAFFIC SIGNAL LOOP DETECTORS	13.000 EA				
0670	643.90 INTERCONNECT WIRE BETWEEN Main St and Canal St	LUMP	LUMP			
0680	645.292 REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGNS TYPE II	8.000 M2				
0690	652.31 TYPE I BARRICADE	30.000 EA				
0700	652.311 TYPE II BARRICADE	30.000 EA				
0710	652.312 TYPE III BARRICADE	7.000 EA				
0720	652.33 DRUM	75.000 EA				
0730	652.34 CONE	100.000 EA				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 008818.00

PROJECT(S): STP-8818(00)X

STP-1025(30)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0740	652.35 CONSTRUCTION SIGNS	100.000 M2		
0750	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES	LUMP	LUMP	
0760	652.38 FLAGGER	2200.000 HR		
0770	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP	
0780	657.24 SEEDING PITS	37.000 UN		
0790	659.10 MOBILIZATION	LUMP	LUMP	
0800	660.21 ON-THE-JOB TRAINING (BID)	1000.000 HR		
SECTION 0001 TOTAL				.

SECTION 0002 ALTERNATE BID ITEMS

0810	304.09 AGGREGATE BASE COURSE - CRUSHED	18.000 M3		
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SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 008818.00

PROJECT(S): STP-8818(00)X

STP-1025(30)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0820	608.01 PORTLAND CEMENT CONCRETE SLAB ON GRADE UNDER INTERLOCKING CONCRETE PAVERS	33.000 M3		
0830	608.08 REINFORCED CONCRETE SIDEWALK	2119.000 M2		
0840	608.241 INTERLOCKING CONCRETE PAVER PAVING	352.000 M2		
0850	608.242 INTERLOCKING CONCRETE PAVER CROSSWALK	364.000 M2		
0860	608.28 GRANITE PAVERS WITH SAND BASE	180.000 M2		
0870	608.46 REGRADING SIDEWALK	6.000 M2		
0880	609.11 VERTICAL CURB TYPE 1	324.000 M		
0890	609.34 CURB TYPE 5	43.000 M		
0900	609.35 CURB TYPE 5 - CIRCULAR	10.000 M		
0910	609.38 RESET CURB TYPE 1	2.000 M		

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 008818.00

PROJECT(S): STP-8818(00)X

STP-1025(30)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	CTS	BID AMOUNT DOLLARS	CTS
0920	626.11 PRECAST CONCRETE JUNCTION BOX: _____	3.000 EA				
0930	626.21 METALLIC CONDUIT	100.000 M				
0940	626.22 NON-METALLIC CONDUIT	1000.000 M				
0950	626.32 600 MM FOUNDATION	34.000 EA				
0960	627.4071 REFLECTORIZING PLASTIC, WHITE OR YELLOW PAVE MARKING	324.000 M				
0970	634.311 #1 AWG THHN COPPER WIRE	1000.000 M				
0980	634.312 #2 AWG THHN COPPER WIRE	2000.000 M				
0990	634.313 #4 AWG THHN COPPER WIRE	1000.000 M				
1000	634.314 #6 AWG THHN COPPER WIRE	1000.000 M				
1010	634.315 #8 AWG THHN COPPER WIRE	2000.000 M				
1020	634.316 #10 AWG THHN COPPER WIRE	2000.000 M				
	SECTION 0002 TOTAL					

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 008818.00

PROJECT (S) : STP-8818 (00) X

STP-1025 (30) X

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
	TOTAL BID					

**DEPARTMENT OF TRANSPORTATION
ESTIMATOR DETAILED ESTIMATE**

CONTRACT NUMBER: PIN 1025(30) PROJECT: CEDAR ST, LEWISTON

ESTIMATED BY: RICHARD L. BEAULIEU - FEBRUARY 19, 2003

PROJECT LENGTH: 0.535 KM

UNITS: METRIC

COUNTY: ANDROSCOGGIN

WORK TYPE: URBAN, LEVEL II

ITEM NO.	DESCRIPTION	QUANTITY	UNITS
202.202	REMOVE PAVEMENT SURFACE	7,000	M2
203.2312	HEALTH AND SAFETY PLAN	1	LS
206.061	STRUCTURAL EARTH EXCAVATION DRAINS & MINOR STRUCTURES	765	M3
304.10	AGGREGATE SUBBASE COURSE - GRAVEL	170	M3
403.209	HOT MIX ASPHALT, 9.5 MM NOMINAL MAXIMUM SIZE	65	MG
403.210	HOT MIX ASPHALT, 9.5 MM NOMINAL MAXIMUM SIZE	660	MG
403.211	HOT MIX ASPHALT, (SHIM)	16	MG
409.15	BITUMINOUS TACK COAT, APPLIED	1,490	L
603.159	300 MM CULVERT PIPE OPTION III	16	M
603.169	375 MM CULVERT PIPE OPTION III	16	M
603.179	450 MM CULVERT PIPE OPTION III	18	M
603.199	600 MM CULVERT PIPE OPTION III	89	M
604.072	CATCH BASIN TYPE A1-C	4	EACH
604.096	CATCH BASIN TYPE B1-C	5	EACH
605.11	300 MM UNDERDRAIN TYPE C	27	M
605.13	450 MM UNDERDRAIN TYPE C	160	M
609.237	TERMINAL CURB TYPE I - 2.1 M	46	EACH
609.31	CURB TYPE 3	32	M
609.38	RESET CURB TYPE I	210	M
610.18	STONE DITCH PROTECTION	10	M3
615.07	LOAM	15	M3
618.1301	SEEDING METHOD #1 - PLAN QUANTITY	2	UNIT
627.711	SOLID WHITE OR YELLOW PAVEMENT MARKING LINE	1,300	M
627.75	WHITE OR YELLOW PAVEMENT AND CURB MARKING LINE	25	M2
627.76	TEMP. PAINTED PAVEMENT MARKING LINE, YELLOW OR WHITE	1	LS
629.05	HAND LABOR, STRAIGHT TIME	11	MH
631.12	ALL-PURPOSE EXCAVATOR (INC. OPERATOR)	5	MH
631.172	TRUCK, LARGE (INC. OPERATOR)	5	MH
652.31	TYPE I BARRICADE	5	EACH
652.311	TYPE II BARRICADE	5	EACH
652.312	TYPE III BARRICADE	1	EACH
652.33	DRUM	25	EACH
652.34	CONE	50	EACH
652.35	CONSTRUCTION SIGNS	50	M2
652.361	MAINTENANCE OF TRAFFIC CONTROL DEVICES	1	LS
652.38	FLAGGER	400	MH
656.75	TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	1	LS
659.10	MOBILIZATION	1	LS

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No.'s **8818.00 / 10253.00** for **Highway Improvements and Highway Resurfacing** in the city of **Lewiston**, County of **Androscoggin**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **June 4, 2005** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is

Section 0001 \$ _____

Section 0002 \$ _____

Performance Bond and Payment Bond each being 100% of the amount awarded under this Contract (see award amount in Section G below).

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PINS. 8818.00 / 10253.00 - Highway Improvements and Highway Resurfacing – in the city of Lewiston,

State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer’s “Notice to Commence Work” as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted for (see checked boxes):

Section 0001 ☐

Section 0002 ☐

Contract Amount: _____

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No.'s **8818.00 / 10253.00** for **Highway Improvements and Highway Resurfacing** in the city of **Lewiston**, County of **Androscoggin**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **June 4, 2005** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is

Section 0001 \$ _____

Section 0002 \$ _____

Performance Bond and Payment Bond each being 100% of the amount awarded under this Contract (see award amount in Section G below).

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PINS. 8818.00 / 10253.00 - Highway Improvements and Highway Resurfacing – in the city of Lewiston,

State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer’s “Notice to Commence Work” as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted for (see checked boxes):

Section 0001 ☐

Section 0002 ☐

Contract Amount: _____

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

(Name of the firm bidding the job)

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at **(address of the firm bidding the job)**

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **1224.00**

for the **Hot Mix Asphalt Overlay** in the town/city of **West Eastport**, County of **Washington**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 15**, 2003. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents) \$ (repeat bid here in numerical terms, such as \$102.10) Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 1234.00 West Eastport, Hot Mix Asphalt Overlay

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR
(Sign Here)

(Signature of Legally Authorized Representative
of the Contractor)
(Witness Sign Here) _____ (Print Name Here)
Witness _____
(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

(Witness)

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and the State of** _____, as principal,
and _____,
a corporation duly organized under the laws of the State of _____ and having a
usual place of business _____,
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum
of _____ **and 00/100 Dollars (\$** _____ **)**,
to be paid said Treasurer of the State of Maine or his successors in office, for which
payment well and truly to be made, Principal and Surety bind themselves, their heirs,
executors and administrators, successors and assigns, jointly and severally by these
presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of _____
promptly and faithfully performs the Contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State
of Maine.

Signed and sealed this _____ day of _____, 20_____.

WITNESSES:

Signature.....
Print Name Legibly

Signature

Print Name Legibly

SURETY ADDRESS:

.....
.....
.....

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

Print Name Legibly

SURETY:

Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS

.....
.....

.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and the State of** _____, as principal,
and _____
a corporation duly organized under the laws of the State of _____ and having a
usual place of business in _____,
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use
and benefit of claimants as herein below defined, in the sum of
_____ **and 00/100 Dollars (\$** _____ **)**
for the payment whereof Principal and Surety bind themselves, their heirs, executors and
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of
_____ promptly satisfies all claims and demands incurred for all
labor and material, used or required by him in connection with the work contemplated by
said Contract, and fully reimburses the obligee for all outlay and expense which the
obligee may incur in making good any default of said Principal, then this obligation shall
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a
Subcontractor of the Principal for labor, material or both, used or reasonably required for
use in the performance of the contract.

Signed and sealed this _____ day of _____, 20 .. .

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

Print Name Legibly

SURETY:

Signature.....

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

ADDRESS

.....

TELEPHONE

General Decision Number ME030003 06/13/2003 ME3

Superseded General Decision No. ME020003

State: Maine

Construction Type:
HIGHWAY

County(ies):
ANDROSCOGGIN CUMBERLAND

Highway Construction Projects Excluding Major Bridging
(for example: bascule, suspension and spandrel arch
bridges; those bridging waters presently navigating or
to be navigable; and those involving marine construction
in any degree); tunnels, building structures in rest area
projects and railroad construction.

Modification Number Publication Date
0 06/13/2003

COUNTY(ies):
ANDROSCOGGIN CUMBERLAND

SUME4025A 10/24/2000

	Rates	Fringes
CARPENTERS	11.30	1.95
ELECTRICIANS	17.90	2.30
LABORERS		
Flaggers	6.00	
Landscape	7.99	.72
Unskilled	8.69	1.08
POWER EQUIPMENT OPERATORS		
Backhoes	12.39	2.00
Bulldozers	11.13	1.94
Excavators	11.24	1.31
Loaders	11.19	1.82
Rollers	10.16	1.56
TRUCK DRIVERS		
Dump	9.02	1.39
Two axle	9.08	1.28

WELDERS - Receive rate prescribed for craft performing operation
to which welding is incidental.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates
listed under that identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations

indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

□

SPECIAL PROVISION
CONSTRUCTION AREA

A Construction Area located in the **City of Lewiston** has been established by the Maine Department of Transportation in accordance with provisions of Title 29, Section 1703, Maine Revised Statutes Annotated.

- (a) (Lincoln St.) The section of highway under construction beginning at Sta. 10+040.000 and ending at Sta. 10+675.000 of the construction centerline plus approaches.
- (b) (Cedar St.) The section of highway under construction beginning at Sta. 10+000 and ending at Sta. 10+540 of the construction centerline plus approaches.

The State Department of Transportation or the State's Engineer may issue permits for stated periods of time for moving construction equipment without loads, low-bed trailers with overloads, over-height, over-width or over-length equipment or materials over all State maintained sections described in the "Construction Area" above and in addition may issue permits for stated periods of time for moving overweight vehicles and loads over the section described in (a) above. The right to revoke such a permit at any time is reserved by the State Department of Transportation and the issuance of such permits shall be subject to any Special Provisions or Supplemental Specifications written for this project.

A Temporary Permit for each move may be issued by the State Department of Transportation or the State's Engineer for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over highways maintained by the State reasonably within the area of the project.

The Municipal Officers for the **City of Lewiston** agreed that a permit will be issued to the Contractor for the purpose of hauling loads in excess of the limits as specified in Title 29, Maine Revised Statutes Annotated, on the town ways as described in the "Construction Area" and that single move permits will be issued for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over town ways reasonably within the area of the project.

In the event it is necessary to transport gravel, borrow, or other construction material in legally registered vehicles carrying legal loads over town ways, a Contractor's Bond of not more than Nine Thousand (\$9,000.00) per kilometer of traveled length may be required by the town, the exact amount of said bond to be determined prior to use of any town way.

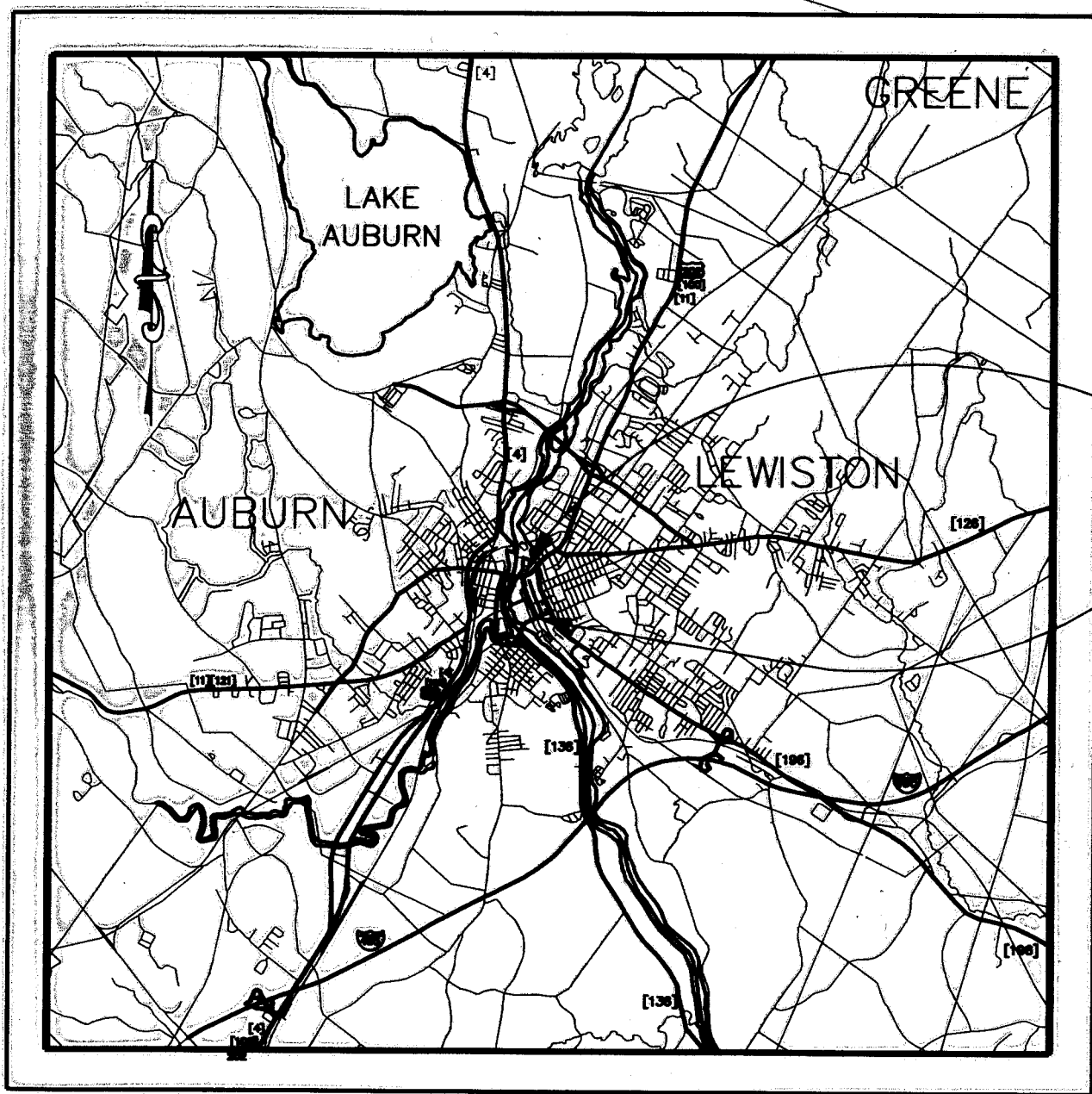
The maximum speed limits for trucks on any town way will be forty (40) km per hour [25 mph], unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

TO AUBURN

NORTH ST

LINCOLN ST

PC



STA. 10+
BEGIN PR

STA. 10
END PR

A PORTION OF ANDROSCOGGIN COUNTY



SPECIAL PROVISION
CONSTRUCTION AREA

Title 29A, M.R.S.A., Subsection 2383. Overlimit movement permits

1. Overlimit movement permits issued by State. The Secretary of State, acting under guidelines and advice of the Commissioner of Transportation, may grant permits to move non-divisible objects having a length, width, height or weight greater than specified in this Title over a way or bridge maintained by the Department of Transportation.
2. Permit Fee. The Secretary of State, with the advice of the Commissioner of Transportation, may set the fee for these permits, at not less than \$3, nor more than \$15, based on weight, height, length and width.
3. County and municipal permits. A permit may be granted, for a reasonable fee, by county commissioners or municipal officers for travel over a way or bridge maintained by that county or municipality.
4. Permits for weight. A vehicle granted a permit for excess weight must first be registered for the maximum gross vehicle weight allowed for that vehicle.
5. Special mobile equipment. The Secretary of State may grant a permit, for no more than one year, to move pneumatic-tire equipment under its own power, including Class A and Class B special mobile equipment, over ways and bridges maintained by the Department of Transportation. The fee for that permit is \$15 for each 30-day period.
6. Scope of permit. A permit is limited to the particular vehicle or object to be moved and particular ways and bridges.
7. Construction permits. A permit for a stated period of time may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The Permit:
 - A. Must be procured from the municipal officers for a construction area within that municipality;
 - B. May require the Contractor to be responsible for damage to ways used in the construction areas and may provide for:
 - (1) Withholding by the agency of the work of final payment under contract; or
 - (2) The furnishing of a bond by the Contractor to guarantee suitable repair or payment of damages.
 - C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and
 - D. For construction areas, carries no fee and does not come within the scope of this section.
8. Gross vehicle weight permits. The following may grant permits to operate a vehicle having a gross vehicle weight exceeding the prescribed limit:

- A. The Secretary of State, with the consent of the Department of Transportation, for state and state aid highways and bridges within city or compact village limits;
 - B. Municipal officers, for all other ways and bridges within that city and compact village limits; and
 - C. The county commissioners, for county roads and bridges located in unorganized territory.
9. Pilot vehicles and state police escorts. Pilot vehicles required by a permit must be equipped with warning lights and signs as required by the Secretary of State with the advice of the Department of Transportation.

Warning lights may only be operated and lettering on the signs may only be visible on a pilot vehicle while it is escorting on a public way a vehicle with a permit.

The Secretary of State shall require a State Police escort for a single vehicle or a combination of vehicles of 125 feet or more in length or 16 feet or more in width. The Secretary of State, with the advice of the Commissioner of Transportation, may require vehicles of lesser dimensions to be escorted by the State Police.

The Bureau of State Police shall establish a fee for State Police escorts.

All fees collected must be used to defray the cost of services provided.

With the advice of the Commissioner of Transportation and the Chief of the State Police, the Secretary of State shall establish rules for the operation for the operation of pilot vehicles.

10. Taxes paid. A permit for a mobile home may not be granted unless the applicant provides reasonable assurance that all property taxes, sewage disposal charges and drain and sewer assessments applicable to the mobile home, including those for the current tax year, have been paid or that the mobile home is exempt from those taxes.

1993, c. 683, § S-2, eff. January 1, 1995.

Historical and Statutory Notes

Derivation:

R.S. 1954, c. 22 § 98
Laws 1955, c. 389
Laws 1967, c. 3.
Laws 1971, c. 593, § 22.
Laws 1973, c. 213.
Laws 1975, c. 130, §
Laws 1975, c. 319, § 2

Laws 1977, c. 73, § 5.
Laws 1981, c. 413.
Laws 1985, c. 225, § 1
Laws 1987, c. 52.
Laws 1987, 781, § 3.
Laws 1989, c. 866, § B-13.
Laws 1991, c. 388, § 8.
Laws 1993, c. 683, § A-1.
Former 29 M.R.S.A. § 2382.

Cross Reference

Collection by Secretary of State, See 29-A
M.R.S.A. § 154.

SPECIAL PROVISION
SECTION 102.3
EXAMINATION OF DOCUMENTS, SITE AND OTHER INFORMATION
(Geotechnical Information)

Geotechnical Information pertaining to this project has been collected and assembled. Bidders and Contractors are obligated to examine and, if necessary, obtain geotechnical information. Geotechnical Information is available at the Maine Department of Transportation office on Child Street, Augusta, Maine. Geotechnical Information will be provided to interested parties who request this information. Requests for this information should be directed to the Project Manager as outlined in the "Notice to Contractors".

The Department shall not be responsible for Bidder's and Contractor's interpretations of, or estimates or conclusions drawn from, the Geotechnical Information. Data provided may not be representative of the subsurface conditions between the boring locations.

This section does not diminish the duties imposed upon parties in Section 102 or in any other sections.

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SPECIAL PROVISIONS
SECTION 104
Utilities

MEETING

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications is required.

GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made by the Department for utility work to be undertaken in conjunction with this project. The following list identifies all known utilities having facilities presently located within the limits of this project or intending to install facilities during project construction.

Overview:

Utility/Railroad	Aerial	Underground	Railroad
Central Maine Power Company	√	√	
Adelphia Communications	√		
Verizon	√	√	
Lewiston Public Works, Electrical Div.	√		
Lewiston Public Works, Water & Sewer Division		√	
Northern Utilities		√	

Temporary utility adjustments are **not** anticipated.

Unless otherwise specified, any underground utility facilities shown on the project plans represent approximate locations gathered from available information. The Department cannot certify the level of accuracy of this data. Underground facilities indicated on the topographic sheets (plan views) have been collected from historical records and/or on-site designations provided by the respective utility companies. Underground facilities indicated on the cross-sections have been carried over from the plan view data and may also include further approximations of the elevations (depths) based upon straight-line interpolation from the nearest manholes, gate valves, or test pits, or estimates of depth provided by the respective utility company.

All adjustments are to be made by the respective utility unless otherwise specified herein.

All utility crossings over highways will provide not less than 6 meters (20 feet) vertical clearance over finished grade elevation during construction of this project.

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Any times and dates mentioned are estimates only and are dependent upon favorable weather, working conditions, and freedom from emergencies. The Contractor shall have no claim against the Department if they are exceeded.

Utility working days are Monday through Friday, conditions permitting. Times are estimated on the basis of a single crew for each utility.

AERIAL RELOCATION

***** A DETAILED POLE LIST IS ATTACHED TO THIS SPECIAL PROVISION*****

Summary:

Utility	Pole Set	New Wires/ Cables	Trans. Wires/ Cables	Remove Poles	Estimated Working Days
Central Maine Power Company	√	√	√	√	25
Lewiston Public Works, Electrical Div.			√		7
Adelphia Communications Corporation			√		10
Verizon		√	√	√	25
Total:					67

Utility Specific Issues:

Central Maine Power (CMP)

CMP will be relocating approximately 16 poles as part of this project. The proposed pole list is appended to the end of this special provision.

CMP is anticipating that the existing poles will need to be held for the installation of underdrain and storm sewer pipes. New poles will not be set until after underground work is substantially complete. The Contractor will give CMP a minimum of a ten (10) working day notice prior to beginning this work.

After the respective utility companies have relocated all of the overhead lines, Central Maine Power Company will remove their old poles.

Lewiston Public Works, Electrical Division

Following CMP's completion of transferring or installing new conductors, Lewiston Public Works, Electrical Division intends to relocate their existing or install new cable to the new poles.

Adelphia Communications Corporation

Following Lewiston Public Works' completion of transferring or installing new conductors, Adelphia intends to relocate their existing or install new cable to the new poles.

Verizon

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Following Adelphia's completion of the relocation of their cable, Verizon will either transfer existing or install new cable on the new poles.

After CMP has completed their installation of the new poles, Verizon will remove their old poles.

Pole List

Lincoln Street - Lewiston								
PIN # 881800								
CMP Pole #	Verz. Pole #	Existing Station	Rt/Lt	New Station	Rt/Lt	New Offset from C.L. (m)	Cut/Fill (-/+)	
1	1S	10+067	Rt	10+055.0	Lt	13.5		New station & offset to get down North St.
2	2	10+072	Rt					Existing location OK
3	3	10+082	Rt					Existing location OK
4	4	10+104.5	Rt					Existing location OK
5	5	10+142.0	Rt					Existing location OK
5S		10+149.5	Lt	10+142.0	Lt	13.5		New station & offset.
6	6	10+156.5	Rt	10+156.4	Rt	8.7		New station & offset.
7	7	10+206.0	Lt	10+214.0	Rt	8.4		New station & offset.
9	9	10+252.2	Rt		Rt	8.6		New offset at existing station. No CMP pole 8.
10	10	10+287.5	Rt					Existing location OK
11	11	10+324.0	Rt		RT	8.8		New offset at existing station.
12.1	12-1	10+349.5	Lt					Existing location OK. 3 phase riser for concrete encased duct.
12.2		10+347.0	Lt					Existing location OK. 3 phase riser for concrete encased duct.

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CMP Pole #	Verz. Pole #	Existing Station	Rt/ Lt	New Station	Rt/ Lt	New Offset from C.L. (m)	Cut/ Fill (-/+)	
12	12	10+359.0	Rt		RT	8.7		New offset at existing station.
13	13	10+388.0	Rt	10+390.4	RT	8.8		New station & offset.
14	14	10+426.0	Rt	10+438.7	RT	9.0		New station & offset.
15	14X	10+456.5	Rt					Eliminate this pole.
16	16	10+469.5	Rt	10+564.3	RT	9.3		New station & offset.
17	17	10+518.5	Rt	10+519.0	RT	9.2		New station & offset.
18	18	10+566.4	Rt	10+564.4	RT	9.3		New station & offset.
18.1		10+565 +/-	Lt					Existing location OK. This pole not on plans, feed to parking garage.
19	19	10+595.0	Rt		RT	9.6		New offset at existing station.
19.1	18-1	10+606.8	Lt	10+607.0	Lt	5.7		New station & offset.
20	20	10+618.8	Rt					Existing location OK
20	21	10+643.3	Rt					Existing location OK

SUBSURFACE

Summary:

Utility	Summary of Work	Estimated Working Days
Lewiston Public Works, Water & Sewer Division	Adjust gate valves and sewer MH to grade	10
Central Maine Power Company	Adjust electrical MH to grade	3
Northern Utilities	Adjust gate valves to grade	N/A

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Total: 13

Utility Specific Issues:

The Lewiston Public Works, Water & Sewer Division requires a 5 working day notice prior to paving to plan and prepare gate valve boxes and manholes for adjustment.

Central Maine Power Company requires a 5 working day notice prior to paving to plan and prepare manholes for adjustment.

Northern Utilities has a gas main in the limits of this project. The contractor shall give Northern Utilities a 5 working day notice prior to any excavation near their main and prior to paving to plan and prepare gate valve boxes.

Prior to the installation of the new poles by CMP, Verizon needs to install underground conduit near Station 10+070. Verizon will also be abandoning a telephone manhole at Station 10+480. This work should be completed prior to the beginning of construction on this project.

BLASTING

In addition to any other notice that may be required, the Contractor shall pay particular attention to any aerial or underground utilities within the blasting area. The Contractor shall also notify an authorized representative of each utility having plant close to the site no later than TWENTY-FOUR (24) hours before the intended blast. The notice shall state the approximate time and location of the blast.

SAFE PRACTICES AROUND UTILITY FACILITIES

The Contractor shall be responsible for complying with M.R.S.A. Title 35-A, Chapter 7-A Sections 751 - 761 Overhead High-Voltage Line Safety Act. Prior to commencing any work that may come within ten (10) feet of any aerial electrical line, the Contractor shall notify the aerial utilities as per Section 757 of the above act

MAINTAINING UTILITY LOCATION MARKINGS

The Contractor will be responsible for maintaining the buried utility location markings following the initial locating by the appropriate utility or their designated representative.

DIG SAFE

The Contractor shall be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title 23 §3360-A, Maine "Dig Safe" System.

Traffic Control

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When working within the limits of the work zone the Utilities must be in compliance with Section 652 of the Standard Specification with particular emphasis on the NCHRP 350 requirements for signs and traffic control.

***Special note to Contractor and the Utilities:** The Contractor shall plan and schedule his work in such a manner that the utilities that are located on this project will not be harmed, damaged or impacted in any way. The Contractor and the Utility will coordinate their work plans in an effort not to interfere with each other's progress or the completion of the project.*

THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY.

SPECIAL PROVISION
SECTION 104
LANDSCAPING

104.5.9 Landscape Subcontractors The Contractor shall retain only Landscape Subcontractors that are certified by the Department's Environmental Office's Landscape Unit

110.2.1 Bonds 2nd sentence add "The Department will require a Landscape Maintenance Bond (See Section 110.2.3) for all 621, Landscape, Pay Items,"

110.2.3 Bonding for Landscape Establishment Period The Contractor shall provide a signed, valid, and enforceable Performance, Warranty, or Maintenance Bond complying with the Contract, to the Department at Final Acceptance.

All Bonds shall be procured from a company organized and operating in the United States, licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance, and listed on the latest Federal Department of the Treasury listing for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

The bonds shall each be in the full amount for all Pay Items for work pursuant to Section 621 - Landscape, payable to the "Treasurer - State of Maine," and on the Department's forms, on exact copies thereof, or on forms that do not contain any significant variations from the Department's forms as solely determined by the Department.

By issuing a bond, the Surety agrees to be bound by all terms of the Contract, including those related to payment, time for performance, quality, warranties, and the Department's self-help remedy provided in Section 112.1 - Default to the same extent as if all terms of the Contract are contained in the bond(s).

Regarding claims related to any obligations covered by these bonds, the Surety shall provide, within 60 Days of Receipt of written notice thereof, full payment of the entire claim or written notice of all bases upon which it is denying or contesting payment. Failure of the Surety to provide such notice within the 60-day period constitutes the Surety's waiver of any right to deny or contest payment and the Surety's acknowledgment that the claim is valid and undisputed.

The Contractor shall pay all premiums and take all other actions necessary to keep said bond in effect for the duration of the Landscape Establishment Period, Sec 621.0036. If the Surety becomes financially insolvent, ceases to be licensed or approved to do business in the State of Maine, or stops operating in the United States, the Contractor shall file new bonds complying with this Section within 10 Days of the date the Contractor is notified or becomes aware of such change.

621.0036 Establishment Period Change “time of Final Acceptance” to “end of the period of establishment” in paragraph 4 & 5.

In paragraph 7 1st & 2nd sentence change “Final Acceptance date” to “end of the period of establishment”, 3rd sentence change “date of Final Acceptance” to “end of the period of establishment”.

SPECIAL PROVISION
SECTION 105
LEGAL RELATIONS WITH AND RESPONSIBILITY TO PUBLIC
(NPDES)

105.8.2 Permit Requirements This Section is revised by the addition of the following paragraph:

”The Contractor is advised that the Environmental Protection Agency has issued a final National Pollutant Discharge Elimination System (NPDES) General Permit for storm water discharges from construction sites disturbing more than 2 ha [5 acres]. This permit requires:

- Storm Water Pollution Prevention Plan
- Submission of a Notification of Intent (NOI) at least 48 hours before construction commences
- Submission of a Notification of Termination (NOT) when a site has been finally stabilized and all storm water discharges from construction activities are eliminated.

If the project’s land disturbances is 2 ha [5 acres] or more, the Department will prepare the plan and submit the NOI (and NOT). The Contractor shall prepare plans and submit NOI’s (and NOT’s) for regulated construction activities beyond the project limits (e.g., borrow pits).

The Contractor shall be familiar with and comply with these regulations.”

SPECIAL PROVISION

SECTION 107

TIME

(Limitation of Operations)

and

(Supplemental Liquidated Damages)

Where existing pavement carries traffic and is removed to install (or remove) drainage structures, the pavement shall be replaced daily with a temporary pavement consisting of a minimum of 75 mm [3 inches] of acceptable hot or cold bituminous mixture. Cold bituminous mixture shall contain aggregates, asphalt cutbacks, liquefiers and wetting agents. No separate payment will be made for furnishing, placing, maintaining, and removing temporary pavement and all cost of such work will be considered incidental to the various drainage items.

Where existing pavement is excavated or covered by fill as a part of the general grading operations prior to November 15, 2004, the binder course of the hot mix asphalt pavement shall be installed and completed on or before November 15, 2004.

Supplemental liquidated damages shall be assessed the Contractor in the amount of Three Hundred Dollars (\$300.00) per day for each calendar day, beginning November 16, 2004 that above stated binder course remains incomplete and continue until binder course is complete.

Grading operations which excavate or fill over existing pavement being used to carry traffic shall be suspended on November 15, 2004 and not be resumed until the Spring of 2005.

Lewiston
8818(00)X
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SPECIAL PROVISION
SECTION 107
TIME

The specified contract completion date is June 4, 2005.

SPECIAL PROVISION
(Consolidated Special Provisions)

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions - Closeout Documentation

Replace the sentence “A letter stating the amount.... DBE goals.” with “DBE Goal Attainment Verification Form”

SPECIAL PROVISION SECTION 102
DELIVERY OF BIDS
(Location and Time)

102.7.1 Location and Time Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.”

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows:
“After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

Delete the entire Section 104.5.9 and replace with the following:

104.5.9 Landscape Subcontractors The Contractor shall retain only Landscape Subcontractors that are certified by the Department’s Environmental Office Landscape Unit.

SPECIAL PROVISION SECTION 105 GENERAL SCOPE OF WORK

Delete the entire Section 105.6 and replace with the following:

105.6.1 Department Provided Services The Department will provide the Contractor with the description and coordinates of vertical and horizontal control points, set by the Department, within the Project Limits, for full construction Projects and other Projects where survey control is necessary. For Projects of 1,500 feet in length, or less: The Department will provide three points. For Projects between 1,500 and 5,000 feet in length: The Department will provide one set of two points at each end of the Project. For Projects in excess of 5,000 feet in length, the Department will provide one set of two points at each end of the Project, plus one additional set of two points for each mile of Project length. For non-full construction Projects and other Projects where survey control is not necessary, the Department will not set any control points and, therefore, will not provide description and coordinates of any control points. Upon request of the Contractor, the Department will provide the Department's survey data management software and Survey Manual to the Contractor, or its survey Subcontractor, for the exclusive use on the Department's Projects.

105.6.2 Contractor Provided Services Utilizing the survey information and points provided by the Department, described in Subsection 105.6.1, Department Provided Services, the Contractor shall provide all additional survey layout necessary to complete the Work. This may include, but not be limited to, reestablishing all points provided by the Department, establishing additional control points, running axis lines, providing layout and maintenance of all other lines, grades, or points, and survey quality control to ensure conformance with the Contract. The Contractor is also responsible for providing construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work. When the Work is to connect with existing Structures, the Contractor shall verify all dimensions before proceeding with the Work. The Contractor shall employ or retain competent engineering and/or surveying personnel to fulfill these responsibilities.

The Contractor must notify the Department of any errors or inconsistencies regarding the data and layout provided by the Department as provided by Section 104.3.3 - Duty to Notify Department If Ambiguities Discovered.

105.6.2.1 Survey Quality Control The Contractor is responsible for all construction survey quality control. Construction survey quality control is generally defined as, first, performing initial field survey layout of the Work and, second, performing an independent check of the initial layout using independent survey data to assure the accuracy of the initial layout; additional iterations of checks may be required if significant discrepancies are discovered in this process. Construction survey layout quality control also requires written documentation of the layout

process such that the process can be followed and repeated, if necessary, by an independent survey crew.

105.6.3 Survey Quality Assurance It is the Department's prerogative to perform construction survey quality assurance. Construction survey quality assurance may, or may not, be performed by the Department. Construction survey quality assurance is generally defined as an independent check of the construction survey quality control. The construction survey quality assurance process may involve physically checking the Contractor's construction survey layout using independent survey data, or may simply involve reviewing the construction survey quality control written documentation. If the Department elects to physically check the Contractor's survey layout, the Contractor's designated surveyor may be required to be present. The Department will provide a minimum notice of 48 hours to the Contractor, whenever possible, if the Contractor's designated surveyor's presence is required. Any errors discovered through the quality assurance process shall be corrected by the Contractor, at no additional cost to the Department.

105.6.4 Boundary Markers The Contractor shall preserve and protect from damage all monuments or other points that mark the boundaries of the Right-of-Way or abutting parcels that are outside the area that must be disturbed to perform the Work. The Contractor indemnifies and holds harmless the Department from all claims to reestablish the former location of all such monuments or points including claims arising from 14 MRSA § 7554-A. For a related provision, see Section 104.3.11 - Responsibility for Property of Others.

SPECIAL PROVISION SECTION 106 QUALITY

106.6 Acceptance Add the following to paragraph 1 of A: "This includes Sections 401 - Hot Mix Asphalt, 402 - Pavement Smoothness, and 502 - Structural Concrete - Method A - Air Content."

Add the following to the beginning of paragraph 3 of A: "For pay factors based on Quality Level Analysis, and"

SPECIAL PROVISION SECTION 107 TIME

107.3.1 General Add the following: "If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department, except that the Contractor may work on Martin Luther King Day, President's Day, Patriot's Day, the Friday after Thanksgiving, and Columbus Day without the Department's approval."

SPECIAL PROVISION SECTION 108
PAYMENT

108.4 Payment for Materials Obtained and Stored First paragraph, second sentence, delete the words "...Delivered on or near the Work site at acceptable storage places."

SPECIAL PROVISION SECTION 109
CHANGES

109.1.1 Changes Permitted Add the following to the end of the paragraph: "There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s)."

109.1.2 Substantial Changes to Major Items Add the following to the end of the paragraph: "Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Department"

109.4.4 Investigation / Adjustment In the third sentence, delete the words "subsections (A) - (E)"

109.7.2 Basis of Payment Replace with the following: "Equitable Adjustments will be established by mutual Agreement for compensable items listed in Section 109.7.3- Compensable Items, based upon Unit or Lump Sum Prices. If Agreement cannot be reached, the Contractor shall accept payment on a Force Account basis as provided in Section 109.7.5 - Force Account Work, as full and complete compensation for all Work relating to the Equitable Adjustment."

109.7.3 Compensable Items Replace with the following: "The Contractor is entitled to compensation for the following items, with respect to agreed upon Unit or Lump Sum Prices:

1. Labor expenses for non-salaried Workers and salaried foremen.
2. Costs for Materials.
3. A markup on the totals of Items 1 and 2 of this subsection 109.7.3 for home office overhead and profit of the Contractor, its Subcontractors and suppliers, and any lower tier Subcontractors or suppliers, with no mark-ups on mark-ups.
4. Cost for Equipment, based on Blue Book Rates or leased rates, as set forth in Section 109.7.5(C), or the Contractor's Actual Costs.
5. Costs for extended job-site overhead.

6. Time.

7. Subcontractor quoted Work, as set forth below in Section 109.7.5 (F)."

109.7.5 Force Account Work

C. Equipment

Paragraph 2, delete sentence 1 which starts; "Equipment leased..."

Paragraph 6, change sentence 2 from "The Contractor may furnish..." to read "If requested by the Department, the Contractor will produce cost data to assist the Department in the establishment of such rental rate, including all records that are relevant to the Actual Costs including rental Receipts, acquisition costs, financing documents, lease Agreements, and maintenance and operational cost records."

Add the following paragraph; "Equipment leased by the Contractor for Force Account Work and actually used on the Project will be paid for at the actual invoice amount plus 10% markup for administrative costs."

Add the following section;

"F. Subcontractor Quoted Work When accomplishing Force Account Work that utilizes Subcontractor quoted Work, the Contractor will be allowed a maximum markup of 5% for profit and overhead."

SPECIAL PROVISION SECTION 110
INDEMNIFICATION, BONDING, AND INSURANCE

Delete the entire Section 110.2.3 and replace with the following:

110.2.3 Bonding for Landscape Establishment Period The Contractor shall provide a signed, valid, and enforceable Performance, Warranty, or Maintenance Bond complying with the Contract, to the Department at Final Acceptance.

The bond shall be in the full amount for all Pay Items for work pursuant to Sec 621, Landscape, payable to the "Treasurer - State of Maine," and on the Department's forms, on exact copies thereof, or on forms that do not contain any significant variations from the Department's forms as solely determined by the Department.

The Contractor shall pay all premiums and take all other actions necessary to keep said bond in effect for the duration of the Landscape Establishment Period described in Special Provision 621.0036 - Establishment Period. If the Surety becomes financially insolvent, ceases to be licensed or approved to do business in the State of Maine, or stops operating in the United States, the Contractor shall file new bonds complying with this Section within 10 Days of the date the Contractor is notified or becomes aware of such change.

All Bonds shall be procured from a company organized and operating in the United States, licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance, and listed on the latest Federal Department of the Treasury listing for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

By issuing a bond, the Surety agrees to be bound by all terms of the Contract, including those related to payment, time for performance, quality, warranties, and the Department's self-help remedy provided in Section 112.1 - Default to the same extent as if all terms of the Contract are contained in the bond(s).

Regarding claims related to any obligations covered by the bond, the Surety shall provide, within 60 Days of Receipt of written notice thereof, full payment of the entire claim or written notice of all bases upon which it is denying or contesting payment. Failure of the Surety to provide such notice within the 60-day period constitutes the Surety's waiver of any right to deny or contest payment and the Surety's acknowledgment that the claim is valid and undisputed.

SPECIAL PROVISION SECTION 401 HOT MIX ASPHALT PAVEMENT

401.18 Quality Control Method A & B Make the following change to paragraph a. QCP Administrator; in the final sentence, change "...certified as a Plant Technician or Paving Inspector..." to "...certified as a Quality Assurance Technologist..."

401.201 Method A Under a. Lot Size, add the following; "Each lot will be divided into a minimum of four sublots for mix properties and five sublots for percent TMD."

SPECIAL PROVISION SECTION 402 PAVEMENT SMOOTHNESS

Add the following: "Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Bituminous Box."

“402.02 Lot Size Lot size for smoothness will be 1000 lane-meters [3000 lane-feet]. A subplot will consist of 20 lane-meters [50 lane-feet]. Partial lots will be included in the previous lot if less than one-half the size of a normal lot. If greater than one-half the normal lot size, it will be tested as a separate lot.”

SPECIAL PROVISION SECTION 502 STRUCTURAL CONCRETE

502.0502 Quality Assurance Method A - Rejection by Resident Change the first sentence to read: “For an individual subplot with test results failing to meet the criteria in Table #1, or if the calculated pay factor for Air Content is less than 0.80.....”

502.0503 Quality Assurance Method B - Rejection by Resident Change the first sentence to read: “For material represented by a verification test with test results failing to meet the criteria in Table #1, the Department will.....”

502.0505 Resolution of Disputed Acceptance Test Results Combine the second and third sentence to read: “Circumstances may arise, however, where the Department may”

SPECIAL PROVISION SECTION 504 REINFORCING STEEL

504.18 Plates for Fabricated Members Change the second paragraph, first sentence from: “...ASTM A 898/A 898 M...” to “...ASTM A 898/A 898 M or ASTM A 435/A 435 M as applicable and...”

SPECIAL PROVISION SECTION 535 PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

535.02 Materials Change “Steel Strand for Concrete Reinforcement” to “Steel Strand.” Add the following to the beginning of the third paragraph; “Concrete shall be Class P conforming to the requirements in this section. 28 day compressive strength shall be as stated on the plans. Coarse aggregate....”

535.26 Lateral Post-Tensioning Replace the first paragraph; “A final tension...” with “Overstressing strands for setting losses cannot be accomplished for chuck to chuck lengths of 7.6 m [25 ft] and less. In such instances, refer to the Plans for all materials and methods. Otherwise, post-tensioning shall be in accordance with PCI standards and shall provide the anchorage force noted in the Plans. The applied jacking force shall be no less than 100% of the design jacking force.”

SPECIAL PROVISION SECTION 604
MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

“Tops and Traps	712.07
Corrugated Metal Units	712.08
Catch Basin and Manhole Steps	712.09”

SPECIAL PROVISION SECTION 605
UNDERDRAINS

605.05 Underdrain Outlets Make the following change:

In the first paragraph, second sentence, delete the words “metal pipe”.

SPECIAL PROVISION SECTION 615
LOAM

615.02 Materials Make the following change:

<u>Organic Content</u>	<u>Percent by Volume</u>
Humus	“5% - 10%”, as determined by Ignition Test

SPECIAL PROVISION SECTION 618
SEEDING

618.01 Description Change the first sentence to read as follows: “This work shall consist of furnishing and applying seed” Also remove “,and cellulose fiber mulch” from 618.01(a).

618.03 Rates of Application In 618.03(a), remove the last sentence and replace with the following: “These rates shall apply to Seeding Method 2, 3, and Crown Vetch.”

In 618.03(c) “1.8 kg [4 lb]/unit.” to “1.95 kg [4 lb]/unit.”

618.09 Construction Method In 618.09(a) 1, sentence two, replace “100 mm [4 in]” with “25 mm [1 in] (Method 1 areas) and 50 mm [2 in] (Method 2 areas)”

618.15 Temporary Seeding Change the Pay Unit from Unit to Kg [lb].

SPECIAL PROVISION SECTION 620 GEOTEXTILES

620.03 Placement Section (c)

Title: Replace “Non-woven” in title with “Erosion Control”.

First Paragraph: Replace first word “Non-woven” with “Woven monofilament”.

Second Paragraph: Replace second word “Non-woven” with “Erosion Control”.

620.07 Shipment, Storage, Protection and Repair of Fabric Section (a)

Replace the third sentence with the following: “Damaged geotextiles, as identified by the Resident, shall be repaired immediately.”

620.09 Basis of Payment

Pay Item 620.58: Replace “Non-woven” with “Erosion Control”

Pay Item 620.59: Replace “Non-woven” with “Erosion Control”

SPECIAL PROVISION SECTION 621 LANDSCAPING

621.0036 Establishment Period In paragraph 4 and 5, change “time of Final Acceptance” to “end of the period of establishment”. In Paragraph 7, change “Final Acceptance date” to “end of the period of establishment” and change “date of Final Acceptance” to “end of the period of establishment”.

SPECIAL PROVISION SECTION 626 HIGHWAY SIGNING

626.034 Concrete Foundations Add to the following to the end of the second paragraph: “Pre-cast and cast-in-place foundations shall be warranted against leaning and corrosion for two years after the project is completed. If the lean is greater than 2 degrees from normal or the foundation is spalling within the first two years, the Contractor shall replace the foundation at no extra cost.”

SPECIAL PROVISION SECTION 637 DUST CONTROL

637.06 Basis of Payment Add the following after the second sentence of the third paragraph: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 637 and/or the Contractor’s own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor’s own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in

payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department's Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Additional penalties may also be assessed in accordance with Special Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control."

SPECIAL PROVISION SECTION 639 **ENGINEERING FACILITIES**

639.04 Field Offices Change the forth to last paragraph from: "The Contractor shall provide a fully functional desktop copier..." to "...desktop copier/scanner..."

SPECIAL PROVISION SECTION 652 **MAINTENANCE OF TRAFFIC**

652.3.5 Installation of Traffic Control Devices In the first paragraph, first sentence; change "Signs shall be erected..." to "Portable signs shall be erected..." In the third sentence; change "Signs must be erected so that the sign face..." to "Post-mounted signs must also be erected so that the sign face..."

652.8.2 Other Items Replace the last paragraph with the following: "There will be no payment made under any 652 pay items after the expiration of the adjusted total contract time."

SPECIAL PROVISION SECTION 656 **TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL**

656.5.1 If Pay Item 656.75 Provided Replace the second paragraph with the following: "Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 and/or the Contractor's own Soil Erosion and Pollution Control Plan will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department's Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item."

SPECIAL PROVISION SECTION 703
AGGREGATES

703.06 Aggregate for Base and Subbase Delete the first paragraph: “The material shall have...” and replace with “The material shall have a minimum degradation value of 15 as determined by Washington State DOT Test Method T113, Method of Test for Determination of Degradation Value (March 2002 version), except that the reported degradation value will be the result of testing a single specimen from that portion of a sample that passes the 12.5 mm [½ in] sieve and is retained on the 2.00 mm [No. 10] sieve, minus any reclaimed asphalt pavement used.”

703.07 Aggregates for HMA Pavements Delete the forth paragraph: “The composite blend shall have...” and replace with “The composite blend, minus any reclaimed asphalt pavement used, shall have a Micro-Deval value of 18.0 or less as determined by AASHTO TP 58. In the event the material exceeds the Micro Deval limit, a Washington Degradation test shall be performed. The material shall be acceptable if it has a value of 30 or more as determined by Washington State DOT Test Method T 113, Method of Test for Determination of Degradation Value (March 2002 version) except that the reported degradation value will be the result of testing a single composite specimen from that portion of the sample that passes the 12.5mm [1/2 inch] sieve and is retained on the 2.00mm [No 10] sieve, minus any reclaimed asphalt pavement used.”

703.22 Underdrain Backfill Material Change the first paragraph from “...for Underdrain Type B...” to “...for Underdrain Type B and C...”

SPECIAL PROVISION SECTION 709
REINFORCING STEEL AND WELDED STEEL WIRE FABIC

709.03 Steel Strand Change the second paragraph from “...shall be 12mm [½ inch] AASHTO M203M/M203 (ASTM A416/A416M)...” to “...shall be 15.24 mm [0.600 inch] diameter AASHTO M203 (ASTM A416)...”

SPECIAL PROVISION SECTION 712
MISCELLANEOUS HIGHWAY MATERIALS

Add the following:

“712.07 Tops, and Traps These metal units shall conform to the plan dimensions and to the following specification requirements for the designated materials.

Gray iron castings shall conform to the requirements of AASHTO M105, Class 30, unless otherwise designated.

Carbon steel castings shall conform to the requirements of AASHTO M103/M103M. Grade shall be 450-240 [65-35] unless otherwise designated.

Structural steel shall conform to the requirements of AASHTO M183/M183M or ASTM A283/A283M, Grade B or better. Galvanizing, where specified for these units, shall conform to the requirements of AASHTO M111.

712.08 Corrugated Metal Units The units shall conform to plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M190 Type A.

712.09 Catch Basin and Manhole Steps Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

- (a) Aluminum steps-ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.
- (b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights Flashing Lights shall be power operated or battery operated as specified.

- (a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.

The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [8 in].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [8 in]. They shall distribute light and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

(b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [½ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20

foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

If required by the Resident, certification as to conformance to these specifications shall be furnished based on results of tests made by an independent testing laboratory. All lights are subject to random inspection and testing. All necessary random samples shall be provided to the Resident upon request without cost to the Department. All such samples shall be returned to the Contractor upon completion of the tests.

712.32 Copper Tubing Copper tubing and fittings shall conform to the requirements of ASTM B88M Type A [ASTM B88, Type K] or better.

712.33 Non-metallic Pipe, Flexible Non-metallic pipe and pipe fittings shall be acceptable flexible pipe manufactured from virgin polyethylene polymer suitable for transmitting liquids intended for human or animal consumption.

712.34 Non-metallic Pipe, Rigid Non-metallic pipe shall be Schedule 40 polyvinylchloride (PVC) that meets the requirement of ASTM D1785. Fittings shall be of the same material.

712.341 Metallic Pipe Metallic pipe shall be ANSI, Standard B36.10, Schedule 40 steel pipe conforming to the requirements of ASTM A53 Types E or S, Grade B. End plates shall be steel conforming to ASTM A36/A36M.

Both the sleeve and end plates shall be hot dip galvanized. Pipe sleeve splices shall be welded splices with full penetration weld before galvanizing.

712.35 Epoxy Resin Epoxy resin for grouting or sealing shall consist of a mineral filled thixotropic, flexible epoxy resin having a pot life of approximately one hour at 10°C [50°F]. The grout shall be an approved product suitable for cementing steel dowels into the preformed holes of curb inlets and adjacent curbing. The sealant shall be an approved product, light gray in color and suitable for coating the surface.

712.36 Bituminous Curb The asphalt cement for bituminous curb shall be of the grade required for the wearing course, or shall be Viscosity Grade AC-20 meeting the current requirements of Subsection 702.01 Asphalt Cement. The aggregate shall conform to the requirements of Subsection 703.07. The coarse aggregate portion retained on the 2.36 mm [No. 8] sieve may be either crushed rock or crushed gravel.

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture. Bituminous material for curb shall meet the requirements of Section 403 - Hot Bituminous Pavement.

712.37 Precast Concrete Slab Portland cement concrete for precast slabs shall meet the requirements of Section 502 - Structural Concrete, Class A.

The slabs shall be precast to the dimension shown on the plans and cross section and in accordance with the Standard Detail plans for Concrete Sidewalk Slab. The surface shall be finished with a float finish in accordance with Subsection 502.14(c). Lift devices of sufficient strength to hold the slab while suspended from cables shall be cast into the top or back of the slab.

712.38 Stone Slab Stone slabs shall be of granite from an acceptable source, hard, durable, predominantly gray in color, free from seams which impair the structural integrity and be of smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Exposed surfaces shall be free from drill holes or indications of drill holes. The granite slabs in any one section of backslope must be all the same finish.

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [½ in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [¾ in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

SPECIAL PROVISION SECTION 717 ROADSIDE IMPROVEMENT MATERIAL

717.05 Mulch Binder. Change the third sentence to read as follows:

“Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit].”

**SPECIAL PROVISION
SECTION 203
EXCAVATION AND EMBANKMENT
(CONTAMINATED SOIL AND GROUNDWATER MANAGEMENT)**

General. The work under this specification, shall be performed in conformance with the procedures and requirements described herein for the following activities: contaminated soil handling, reuse, temporary stockpiling, transportation, storage and disposal and contaminated water handling, storage, treatment, and disposal. This specification also addresses contaminated soil location, identification and classification. The intent of this specification is to ensure that any contaminated soil and/or water encountered during construction will be managed in a manner that protects worker health and safety, public welfare and the environment.

Environmental Site Conditions. The Maine Department of Transportation's Environmental Office (MDOT's-ENV.) has conducted a series of site assessments related to the Lewiston, Lincoln Street Roadway Improvement Project. An Phase I Initial Site Assessment for the project area was completed to obtain a general understanding of the environmental conditions in the project area. Data garnered from this assessment was used to design a Phase II Detailed Site Assessment for the project area. The primary focus of the assessments was to evaluate the type and extent of subsurface contamination along the project corridor. The Phase I Initial Site Assessment included a review of relevant Maine Department of Environmental Protection's (MDEP's) and Environmental Protection Agency's (EPA's) databases and field reconnaissance of the project area. Underground utility representatives and other knowledgeable individuals were also queried for further information regarding environmental conditions within the project area. During Phase II, test borings were advanced along the project's length for investigative purposes. During the advancement of these borings, two areas with petroleum-impacted soil were identified and their aerial extent estimated through the use of a photo-ionization detector (PID). A PID was used to test soil boring grab samples for volatile organic compound (VOC) concentrations indicative of petroleum products and other contaminants. (See *Identified Areas Of Contamination* below). Some samples for laboratory testing were taken to further aid in evaluating subsurface conditions. The results of these investigations are available for review from the Hydrogeologist at MDOT's Environmental Office in Winthrop (207-624-3100).

Identified Area of Contamination. The subsurface explorations advanced in the Phase II portion of the Detailed Site Assessment identified two areas of soil contamination.

The first area, designated **Area A** is defined as along Lincoln Street, in front of Labadie's Bakery (corresponding approximately with MDOT survey stations 10+530 to 10+560, right of centerline). Within **Area A**, poly-bag field samples tested with a PID ranged from 0 ppm isobutylene to 1300 ppm isobutylene. Soil contamination in **Area A** is likely related to the past use and storage of petroleum products. A soil sample taken from boring ENV-2 (station 10+542, 1.8 meters (m) right of centerline, 2.13 m-2.90 m below ground surface) was laboratory tested for gasoline range organics (GRO), volatile organics, semi-volatile organics and total lead. The ENV-2 soil sample had a laboratory reported GRO concentration of 1100 ppm suggesting gasoline contamination. GRO at these concentrations define the soil as petroleum contaminated special waste per State remedial guidelines requiring special handling and/or disposal/treatment during construction. Reported volatile, semi-volatile and total lead concentrations were interpreted as inconsequential.

A second area of contamination was identified in a region immediately adjacent to the planned construction zone. This area is not scheduled for reconstruction. Dark, mildly odoriferous soil was unearthed in a boring at station 10+225, 6.5 m right of centerline, approximately 1.98 meters below ground surface. PID poly-bag field-testing of this soil proved negative with regard to volatile organics. A sample was submitted for laboratory testing of GRO, volatile and semi-volatile organics and total lead. The laboratory reported GRO concentration in the soil was determined to be 13 ppm. GRO at this concentration defines the soil as petroleum contaminated special waste per State remedial action guidelines requiring special handling and/or disposal/treatment during construction. Volatile, semi-volatile and total lead concentrations reported were interpreted as inconsequential. Soils similar to those found in this area could conceivably be found in other locations along the proposed project reconstruction zone. No discolored, odoriferous soils shall be removed from the project without first undergoing screening to ensure that they are properly managed.

Identifying and Screening Contaminated Soil and Groundwater. Within the contaminated section designated **Area A**, and any other previously undefined area discovered during construction, excavated soils will be classified by the Engineer (or an MDOT-ENV representative) based on their visual and olfactory evidence of contamination and by photo-ionization detector (PID) field screening. Field screening with a PID shall be performed according to the MDEP "Jar/Poly Bag Headspace Technique" contained in Appendix Q of *Regulations for Registration, Installation, Operation and Closure of Underground Oil Storage Facilities, Chapter 691* (MDEP 12/24/96) and using MDEP's May 1995 calibration set-points.

The excavated soils shall be classified as Group 1, Group 2, or Group 3.

Group 1 soils shall have PID headspace readings of less than 20-ppm.

Group 2 soils shall have PID field screening measurements indicating VOC concentrations greater than 20 ppm and less than or equal to 1000 ppm and contain no “petroleum saturated” soils or free-phase petroleum product.

Group 3 soils shall have PID field screening measurements greater than 1000 ppm or be “petroleum saturated.” Analysis to determine “petroleum saturation” shall be performed according to MDEP guidance in *Procedural Guidelines for Establishing Standards for Remediation of Oil Contaminated Soil and Ground Water in Maine* (MDEP, 1/11/95).

Handling and Disposition of Soil Materials. Within identified **Area A** and any other previously undefined area of contamination, soil material excavated during construction shall be handled as follows:

Group 1 soils are not considered contaminated. Thus, special handling and disposal are not required for Group 1 soils.

Group 2 soils shall be placed back into the their excavation/trench section of origin. The Contractor shall make every attempt to side cast any Group 2 soils next to their excavation site. Upon completion of the given constructional feature, the Group 2 soils shall be placed back into the excavation. Group 2 materials not handled in this manner shall be considered Surplus Group 2 soils. Surplus Group 2 soils must be disposed of or treated at a facility licensed by the MDEP to accept petroleum contaminated special waste. The Contractor shall arrange and undertake disposal of all Surplus Group 2 soils at the nearest landfill or treatment facility licensed to accept petroleum contaminated special waste. The Contractor is solely responsible for obtaining the associated permits and approvals for the disposal or treatment of the Surplus Group 2 soils from all relevant Municipal, State and Federal agencies at no additional cost to the State. Notification shall be given to the Engineer once approval is granted for the acceptance of this material at the off site facility. No removal of Surplus Group 2 soils from the project shall occur without prior approval by the Engineer. If any Surplus Group 2 soils cannot be transported to the pre-approved, properly licensed facility within 8 hours of their excavation, they must be placed in a Temporary Secure Stockpile Area somewhere within the project limits (See Temporary Secured Stockpile Area below).

Group 3 soils are highly contaminated and must be disposed of or treated at a facility licensed by the MDEP to accept petroleum contaminated special waste. The Contractor shall arrange and undertake disposal of all Group 3 soils at the nearest landfill or treatment facility licensed to accept petroleum contaminated special waste. The Contractor is solely responsible for obtaining the associated permits and approvals for the disposal or treatment of the Group 3 soils from all

relevant Municipal, State, and Federal agencies at no additional cost to the State. Notification shall be given to the Engineer once approval is granted for the acceptance of this material at the off site facility. No removal of Group 3 soils from the project shall occur without prior approval by the Engineer. If any Group 3 soils cannot be transported to the pre-approved, properly licensed facility within 8 hours of their excavation, they must be placed in a Temporary Secure Stockpile Area somewhere within the project limits (See Temporary Secured Stockpile Area below).

The Engineer is responsible for signing all manifests required to transport and dispose of contaminated soil.

Temporary Secured Stockpile Area. Direct transport of Surplus Group 2 or Group 3 soils to a pre-approved management facility is recommended. However, should the Contractor temporarily store any Surplus Group 2 or Group 3 soils at the site for more than 8 hours following excavation, they must be placed into a properly constructed Temporary Secured Stockpile Area. The Temporary Secured Stockpile Area must be constructed as defined herein and must be approved by the Engineer prior to its use.

The Contractor shall install a continuous one-foot (0.30 m) high compacted soil berm around the Temporary Secured Stockpile. The Temporary Secured Stockpile shall be placed on a liner of 20-mil polyethylene and securely covered with 20-mil polyethylene. The polyethylene liner and cover shall be placed over the soil berm and be installed to ensure that precipitation water drains directly to the outside of the berm perimeter while leachate from the contaminated soil is retained within the stockpile. The Temporary Secured Stockpile and soil berm shall be enclosed within a perimeter of concrete Jersey barriers or wooden barricades. The area within the Jersey barriers (or wooden barricades) shall be identified as a "restricted area" to prevent unauthorized access to the contaminated soils.

Temporary Secured Stockpile Area - Materials.

- A. Polyethylene. Polyethylene used for liner and cover in the Temporary Secured Stockpile Area shall have a minimum of 20-mil thickness and shall meet the requirements of ASTM D3020.
- B. Common Borrow. Fill used in the construction of the Temporary Secured Stockpile Area soil berm shall consist of Common Borrow and meet the requirements of Section 703.18
- C. Concrete Barriers or Wooden Barricades. Concrete barriers or Wooden Barricades to form the sides of the Temporary Secured Stockpile Area shall meet the requirements of Section 526 or 652.05.

Health and Safety/Right-to-Know. Contractors and Subcontractors are required to notify their workers of the history of the site and contamination that may be present and to be alert for evidence of contaminated soil and groundwater. The Contractor shall notify the Engineer before commencing any excavation in the area of contamination defined as:

- **Area A:** Along Lincoln Street, in front of Labadies Bakery, from approximately Station 10+530 to Station 10+560, right of the roadway centerline

The Contractor shall prepare a site specific Health and Safety Plan (HASP) for its workers and subcontractors who may work in the contaminated area(s) of the site. A Qualified Health and Safety Professional shall complete the HASP. The Qualified Health and Safety Professional will be an expert in field implementation of the following federal regulations:

29 CFR 1910.120 or Hazardous Waste Operations and
29 CFR 1926.65 Emergency Response

29 CFR 1910.134 Respiratory Protection

29 CFR 1926.650 Subpart D - Excavations

29 CFR 1926.651 General Requirements

29 CFR 1926.652 Requirements for Protective Systems

The Contractor shall designate a Hazardous Waste Operations “Competent Person” to provide direct on-site supervision plus health and safety monitoring for work in the contaminated sections. The Competent Person shall have certified training and experience in field implementation of the aforementioned regulations.

Workers and subcontractors working in the contaminated area(s) of the site shall be trained in Health and Safety procedures according to the OSHA regulations for Hazardous Waste Operations and Emergency Response, be current in their annual OSHA refresher course and be medically monitored in compliance with these OSHA regulations.

Work inside contaminated trench sections may be subject to OSHA's permit-required confined space regulations under 29 CFR 1910.146.

Submittals. The Contractor shall submit a site specific Health and Safety Plan (HASP) to the Engineer at least two weeks in advance of any excavation work on the project.

Health and Safety Monitoring. Within the contaminated areas of the project, the Contractor's designated Competent Person shall monitor the worker breathing zone for those constituents specified in the Contractor's HASP. The Contractor shall provide all required health and safety monitoring equipment.

Trench and Underdrain/Stormdrain Design in Contaminated Sections. Drainage construction within **Area A** and any other previously undefined area of contamination discovered during construction shall be completed using solid Option III, non-perforated culvert pipe instead of perforated underdrain pipe. This will help prevent the infiltration and transportation of potentially contaminated groundwater and vapors within the underdrain/stormdrain system. The Contractor may backfill around the pipe and trenches in this section with contaminated native soils that are excavated from the trench (or they may choose to have the contaminated soils taken to the nearest facility licensed by the MDEP to accept such contaminated soil). Backfilling of the trench shall be in accordance with Section 206.03. All stones larger than 75 mm (3 inches), frozen lumps, dry chunks of clay, or any other objectionable matter shall be removed before backfilling.

Seepage control dikes (SCD) shall be installed about every 20 m along the underdrain/storm drain system trenches in the area of soil contamination, including a 20 m buffer at each end. Within **Area A**, the area of concentrated soil contamination is anticipated between Stations 10+530 to 10+560, right of centerline hence the SCD centers should fall at approximately Stations 10+510, 10+530, 10+550 and 10+570, right of centerline plus on both sides of any utility trenches that intersect the drainage trench between Stations 10+530 and 10+560.

The seepage control dikes shall consist of a mineral clay material with a liquid limit of equal to or greater than 24 and a natural moisture content of at least 20 % . The clay should be placed in dry excavations in 150 mm (6 inch) maximum, thick lifts and compacted to 90% of the maximum dry unit weight as determined by AASHTO T99 (Standard Proctor). The seepage control dikes shall be 1.5 meters (5 feet) long, be in intimate contact with the trench floor, trench walls, and circumference of the pipe and extend up to the bottom of the road base. The excavated existing road base or similar material may be placed on top of the seepage control dikes. The Contractor shall take care to ensure that no voids or uncompacted soil is left beside or beneath the Option III culvert pipe.

Dewatering. Groundwater may be encountered during excavation of the underdrain/stormdrain system trenches within **Area A**. Its removal may be necessary to complete work. If so, it will be treated as "contaminated" water. The Contractor shall inform the Engineer before any dewatering commences. The "contaminated" water shall be pumped into a temporary holding tank(s). The Contractor will be responsible for the procurement of any holding tank(s). Any testing, treatment and/or disposal of the stored, contaminated, water shall be undertaken by the Contractor in accordance with applicable Federal, State and local regulatory requirements.

On-Site Water Storage Tanks - Materials. If dewatering within any contaminated area becomes necessary the holding tanks used for temporary storage of contaminated water pumped from excavations shall be contamination-free and have a minimum capacity of 7,500 liters (2,000 gallons).

Dust Control. The Contractor shall employ dust control measures to minimize the creation of airborne dust during construction in the potentially contaminated area(s). As a minimum, standard dust control techniques shall be employed where heavy equipment and the public will be traveling. These may include techniques such as watering-down the site or spreading hygroscopic salts.

Unanticipated Contamination. If the Contractor encounters previously undiscovered contamination or potentially hazardous conditions related to contamination, the Contractor shall immediately suspend work and secure the area. The contractor will then promptly notify the Engineer. These potentially hazardous conditions include, but are not limited to, buried containers, drums, tanks, "oil saturated soils", strong odors or the presence of petroleum sufficient to cause a sheen on the groundwater. The area of potential hazard shall be secured to minimize health risks to workers and the public and to prevent a release of contaminants into the environment. The source of the suspected contamination will be evaluated by the Engineer (or MDOT's-ENV representative). As appropriate, the Engineer will notify the Maine Department of Environmental Protection's Response Services in Portland and MDOT's Environmental Office. The Fire Department for the City of Lewiston plus the Maine Fire Marshall's Office must also be notified prior to removal of buried storage tanks and associated piping. The Contractor will evaluate the impact of the hazard on construction, amend the HASP if necessary, and with the Engineer's approval recommence work in accordance with the procedures of this Special Provision.

Method of Measurement. There will be no measurement for identification and environmental screening of contaminated soil material (this will be done by the Engineer or MDOT-ENV representative).

Measurement for the development of a Health and Safety Plan (HASP) and providing health and safety equipment and personnel shall be by lump sum.

Measurement of the treatment or disposal of Surplus Group 2 and all Group 3 soils will be by the Mega Gram of Special Excavation.

There will be no measurement for construction of a Temporary Secured Stockpile Area. Construction of a Temporary Secured Stockpile Area, if necessary, is considered incidental to project construction. There will be no measurement for hauling Surplus Group 2 material or Group 3 soils to the Temporary Secure Stockpile area or placement

and removal of Surplus Group 2 or Group 3 soils in or out of the Temporary Secure Stockpile area. All hauling and any subsequent management/placement of contaminated soils are considered incidental to project construction.

There will be no measurement for additional laboratory testing of contaminated soil that is required by the landfill or treatment facility. Testing is incidental to the disposal of Special Excavation.

There will be no measurement for installation of the seepage control dikes. The seepage control dikes are considered incidental to installation of the underdrain/storm water drainage system.

Measurement for the following items shall be according to Subsection 109:04 (“Change Order”/Force Account): any necessary contaminated water holding tank(s); and treatment or disposal of any contaminated ground water.

Basis of Payment. There will be no payment for the identification and environmental screening of contaminated soil material (this will be done by the Engineer or MDOT-ENV representative).

Payment for the development of a Health and Safety Plan (HASP) and providing health and safety equipment and personnel shall be by the lump sum

Payment for disposal or treatment of contaminated Surplus Group 2 and all Group 3 soils at a MDEP licensed facility shall be by the Mega Gram of Special Excavation.

There will be no payment for the construction of the Temporary Secured Stockpile Area or hauling/management/placement of contaminated soils to the Temporary Secured Stockpile Area. The Temporary Secured Stockpile Area shall be considered incidental to project construction.

Payment for the following items shall be according to Subsection 109:04 (“Change Order”/Force Account): any necessary contaminated water holding tank(s); and treatment or disposal of any contaminated ground water.

Pay Item	Pay Unit
203.2312 Health and Safety Plan (HASP)	L.S.
203.2333 Disposal/Treatment of Special Excavation	M.G.

SPECIAL PROVISION
SECTION 304
AGGREGATE BASE AND SUBBASE COURSE
(Aggregate Subbase)

If the Contractor wishes to route public traffic over the completed aggregate subbase course, the course shall be constructed with a minimum 50 mm [2 in] surcharge above the design grade, except as described below. Whenever the surcharge is used, it shall be constructed with material meeting the requirements of Section 703.06(b), Type D Aggregate. Also, whenever, the surcharge is used, it shall be placed on all the aggregate subbase course subjected to public driveways, sidewalks, approach roads, or the outer portions of the shoulders. Removal of the surcharge shall be followed immediately in succession by the fine grading of the aggregate subbase and construction of the next course.

The furnishing, placing, maintaining, and removal of the surcharge will not be paid for directly, but will be considered incidental to the Aggregate Subbase Course pay item.

If salvaged bituminous pavement is placed as the top layer of the aggregate subbase course, a surcharge is not required.

SPECIAL PROVISION
SECTION 310
PLANT MIXED RECYCLED ASPHALT PAVEMENT

310.01 Description This work shall consist of the removal of all bituminous pavement from the existing roadway, hauling the bituminous pavement to an approved location, and processing as per Section 310.020. The gravel base of the existing roadway shall be regarded and compacted to the tolerances shown on the typicals, or as directed by the Resident.

All plant mixed recycled asphalt pavement shall be placed in one or more courses on an approved base and in accordance with these specifications, and in reasonably close conformity with the lines, grades and thicknesses indicated on the plans, or as established by the Resident. Excess recycled material not used in the PMRAP process will become the property and responsibility of the contractor.

MATERIALS

310.020 Composition of Mixture The mixture shall be composed as directed in the job mix formula. The recycled asphalt pavement shall be processed by the Contractor so all material will be no larger than 37.5 mm [1.5 in] and stockpiled so as to minimize segregation. The stockpile shall be free of any materials not generally considered to be asphalt pavement. If additional material is required, the material will be supplied by the State or acquired from the Contractor through the Contract Modification process.

A job mix formula shall be furnished by the Department establishing the percentage of emulsified asphalt cement, Portland Cement, aggregate, and water to be used in the mixture. The JMF additive proportions will be verified by taking a second recycled material sample once the stockpiles have been constructed.

Emulsion, water, aggregate and Portland Cement shall be added in percentage by weight and verified by tank checks done in accordance with the minimum quality control frequencies. Cement additive may be done in dry form or introduced as a cement slurry.

310.021 Emulsified Asphalt The emulsified asphalt shall be grade MS-2, MS-4, CSS-1, or HFMS-2 meeting the requirements of Section 702.04 - Emulsified Asphalt.

310.022 Portland Cement Portland Cement shall be Type I or II meeting the requirements of AASHTO M85.

310.023 Water Water shall be clean and free from deleterious concentrations of acids, alkalis, salts or other organic or chemical substances.

310.024 New Aggregate New aggregate, if required by the contract or job mix, shall meet the requirements of Section 411.02 - Untreated Aggregate Surface Course.

EQUIPMENT

310.030 Mixing Plant The mixing plant shall be of sufficient capacity and coordinated to adequately handle the proposed construction. Either a continuous pugmill mixer or a continuous drum type mixing plant shall be used. If a

drum mixing plant is used it shall meet the requirements of Section 401.07. The mixing plant shall be capable of producing a uniform mixture meeting the requirements of the job mix formula.

310.031 Hauling Equipment Trucks used for hauling the mixture shall meet the requirements of Section 401.08.

310.032 Bituminous Pavers Pavers shall meet the requirements of Section 401.09.

310.033 Rollers Rollers shall meet the requirements of Section 401.10.

CONSTRUCTION REQUIREMENTS

310.040 Mixing The recycled asphalt pavement shall be delivered to the mixer at a temperature of not less than 10°C [50°F]. The emulsified asphalt shall meet the mixing temperature requirements listed in Section 702.05 - Application Temperatures. Recycled pavement and emulsified asphalt, and cement shall be proportioned and the mixing time set to produce a mixture in which uniform distribution of the emulsified asphalt and coating of the recycled pavement is obtained.

If a drum type mixing plant is used, the recycled asphalt pavement may be heated prior to being mixed with the emulsified asphalt to a temperature not to exceed 90°C [195°F].

Following mixing, the recycled asphalt pavement material shall be stockpiled and incorporated into the work. The material shall not be stockpiled for longer than 24 hours.

310.041 Weather Limitations The plant mixed recycled asphalt pavement shall be performed when:

- a. PM-RAP operations will be allowed between May 15th and September 15th inclusive in Zone 1 - Areas north of US Route 2 from Gilead to Bangor and north of Route 9 from Bangor to Calais. PM-RAP will be allowed between May 1st and September 30th inclusive in Zone 2 - Areas south of Zone 1 including the US Route 2 and Route 9 boundaries.
- b. The atmospheric temperature, as determined by an approved thermometer placed in the shade at the recycling location, is 10°C [50°F] and rising.
- c. When there is no standing water on the surface.
- d. During generally dry conditions, or when weather conditions are such that proper pulverizing, adding, mixing, and curing can be obtained using proper procedures, and when compaction can be accomplished as determined by the Resident.
- e. When the surface is not frozen and when overnight temperatures are expected to be above 0°C [32°F].

310.042 Spreading and Finishing The mixture shall be spread and finished in accordance with Section 401.15. Total layer thickness greater than 100 mm [4 in] will be placed in 2 lifts.

310.043 Compaction Compaction of the mixture shall be in accordance with Section 401.16. Rolling may be delayed to avoid lateral displacement as directed by the Resident. See also Section 310.051.

310.044 Joints Joints shall be constructed in accordance with Section 401.17.

310.045 Surface Tolerances The surface tolerances shall be as specified in Section 401.101, except that the maximum allowable variation shall be 10 mm [$\frac{3}{8}$ in]. The surface tolerance in existing gravel areas covered by PMRAP, with no additional gravel, shall be ± 10 mm [$\frac{3}{8}$ in].

TESTING REQUIREMENTS

310.050 Quality Control The Contractor shall operate in accordance with the approved Quality Control Plan (QCP) to assure a product meeting the contract requirements. The QCP shall meet the requirements of Section 106.6 - Acceptance and this Section. The Contractor shall not begin recycling operations until the Department approves the QCP in writing.

Prior to performing any recycling process, the Department and the Contractor shall hold a Pre-recycle conference to discuss the recycling schedule, type and amount of equipment to be used, sequence of operations, and traffic control. A copy of the QC random numbers to be used on the project shall be provided to the Resident. All field and plant supervisors including the responsible onsite recycling process supervisor shall attend this meeting.

The QCP shall address any items that affect the quality of the Recycling Process including, but not limited to, the following:

- a. JMF(s).
- b. Mixing details, pugmill type, production rates, material processing.
- c. Make and type of paver(s).
- d. Make and type of rollers including weight, weight per inch of steel wheels, and average contact pressure for pneumatic tired rollers.
- e. Testing Plan.
- f. Transportation including process for ensuring that truck bodies are clean and free of debris or contamination that could adversely affect the finished product, type of release agent used (if required)
- g. Laydown operations including procedures for mix design modification, avoiding recycling and curing in inclement weather, material yield monitoring, methods to ensure that segregation is minimized, longitudinal joint construction, procedures to determine the maximum rolling and placing speeds based on field quality control, and achieving the best possible smoothness.
- h. Methods for protecting the finished product from damage and procedures for any necessary corrective action.
- i. Method of grade checks.
- j. Examples of Quality Control forms.
- k. Name, responsibilities, and qualifications of the Responsible onsite Recycling Supervisor experienced and knowledgeable with the process.
- l. Method for calibration/verification of density gauge.
- m. A note that all testing will be done in accordance with AASHTO and MDOT/ACM procedures.
- n. Stockpile procedures including method of moisture control.

The Project Superintendent shall be named in the QCP, and the responsibilities for successful implementation of the QCP shall be outlined.

The Contractor shall sample, test, and evaluate the PMRAP process in accordance with the following procedures and minimum frequencies:

MINIMUM QUALITY CONTROL FREQUENCIES

Test or Action	Frequency	Test Method
Density	1 per 300 m [1000 ft] / lane	ASTM D 2950
Air Temperature	4 per day at even intervals	
Surface Temperature	At the beginning and end of each days operation	
Yield of all materials (Both the daily yield and yield since last test)	4 per day at even intervals	

The Contractor shall submit all QC test reports and summaries in writing, signed by the appropriate technician, and present them to the Department's onsite representative by 1:00 P.M. on the next working day, except when otherwise noted in the QCP due to local restrictions. The Contractor shall make all test results, including randomly sampled densities, available to the Department onsite.

The Contractor shall cease recycling operations whenever one of the following occurs:

- The computed yield differs from the approved Job Mix Formula by 10% or more.
- The Contractor fails to follow the approved QCP.
- The Contractor fails to achieve 98% density after corrective action has been taken.

Recycling operations shall not resume until the Contractor and the Department agree on the corrective action to be taken.

310.051 Test strip The contractor shall assemble all items of equipment for the recycling operation on the first day of the recycling work. The Contractor shall construct a test strip for the project at a location approved by the Resident. The test strip section is required to:

- Demonstrate that the equipment and processes can produce recycled layers to meet the requirements specified in these special provisions;
- Determine the effect on the grading of the recycled material by varying the forward speed of the paving machine; and;
- Determine the sequence and manner of rolling necessary to obtain the compaction requirements and establish a target TMD. The Contractor and the Department will calibrate their respective gauges at this time.

The test strip shall be at least 100 m [300 ft] in length of a full lane-width (or a half-road width).

Full PMRAP production will not begin until an acceptable test strip has been constructed. If a test strip fails to meet the requirements of this specification, the Contractor will be required to repair or replace the test strip to the

satisfaction of the Resident. Any repairs, replacement, or duplication of the test strip will be at the Contractor's expense.

Quality Assurance density testing of the recycled material will be performed by the Department using the nuclear method. After the test strip has been placed, it will be rolled as directed until the nuclear density readings show an increase in density of less than 16 kg/m³ [1 pcf] for the final four roller passes. The test strip density will be used as the target density for the recycled material. The remaining PMRAP material shall be compacted to a minimum density of 98% of the target density as determined in the control section.

ACCEPTANCE TEST FREQUENCY

Property	Frequency	Test Method
In-place Density	1 per 600 m [2000 ft] / lane	ASTM D 2950

310.052 Repairs Repairs and maintenance for the PMRAP layers, during and after the curing period, resulting from damage caused by traffic, weather or environmental conditions, or caused by the Contractor's operations or equipment, shall be completed at no additional cost to the Department.

Low areas will be repaired using a hot mix asphalt shim course. Areas up to 25mm [1 in] high can be repaired by milling or shimming with hot mix asphalt. Areas higher than 25mm [1 in] will be repaired using a hot mix asphalt shim. All repair work will be done with the Resident's approval at the Contractor's expense.

310.06 Curing No new hot mix asphalt pavement or additional layers of PM-RAP shall be placed on the recycled asphalt pavement until a curing period of (4) four days has elapsed. The curing period starts once the PM-RAP has been placed in the roadway. When weather conditions are unfavorable, the curing period may be extended by the Resident.

310.07 Method of Measurement Plant Mixed Recycled Asphalt Pavement shall be measured by the square meter [square yard].

310.08 Basis of Payment The accepted quantity of Plant Mixed Recycled Asphalt Pavement will be paid for at the contract unit price per square meter [square yard], complete in-place which price will be full compensation for furnishing all equipment and labor for removing existing pavement, regrading and compacting existing gravel base, processing, mixing, testing, placing, and compacting, excess material relocation, and for all incidentals necessary to complete the work.

Payments will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
310.23 - 75mm [3 in] Plant Mixed Recycled Asphalt Pavement	Square Meter [yd ²]
310.24 - 100mm [4 in] Plant Mixed Recycled Asphalt Pavement	Square Meter [yd ²]
310.25 - 125mm [5 in] Plant Mixed Recycled Asphalt Pavement	Square Meter [yd ²]
310.26 - 150mm [6 in] Plant Mixed Recycled Asphalt Pavement	Square Meter [yd ²]

SPECIAL PROVISION
SECTION 403
SUPERPAVE HOT MIX ASPHALT OVERLAY

Desc. of Course	Grad. Design	Item Number	Bit Cont. % of Mix	Total Thick	No. of Layers	Comp. Notes
<u>Cedar Street</u>						
<u>Main Line Travelway and Shoulders</u>						
<u>Mill and Overlay</u>						
Wearing	12.5mm	403.208	N/A	40 mm	1	4,8
<u>Shim</u>						
Shim	9.5mm	403.211	N/A	variable	1/more	2,4,9,10
<u>Lincoln Street</u>						
<u>Mainline Travelway, Parking Areas</u>						
<u>Shoulder, Bikeways, and Turn Lanes</u>						
Wearing	12.5mm	403.208	N/A	40 mm	1	4,8
Base	19.0mm	403.207	N/A	85 mm	2/more	4,8,11
<u>Drives, Sidewalks, Islands, Misc.</u>						
Wearing	9.5mm	403.209	N/A	50 mm	2/more	2,3,9,10,13

COMPLEMENTARY NOTES

2. The density requirements are waived.
3. The design traffic level for mix placed shall be <0.3 million ESALS.
4. The design traffic level for mix placed shall be 0.3 to <3 million ESALS
8. Section 106.6 Acceptance, (2) Method B.
9. Section 106.6 Acceptance, (2) Method C.
10. A **"FINE"** 9.5 mm mix with a gradation above or through the restricted zone shall be used for this item.
11. A mixture meeting the gradation of 12.5mm hot mix asphalt may be used at the option of the contractor.
13. A mixture meeting the requirements of section 703.09 Grading 'D', with a minimum PGAB content of 6%, and the limits of Special Provision 401, Table 9 (Drives and Sidewalks) for PGAB content and gradation may be substituted for this item. A job mix formula shall be submitted to the department for approval.

Tack Coat

A tack coat of emulsified asphalt, RS-1 or HFMS-1, Item #409.15 shall be applied to any existing pavement at a rate of approximately 0.08 L/m², and on milled pavement approximately 0.2 L/m², prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim or intermediate course and the surface course, at a rate not to exceed 0.08 L/m².

Tack used between new layers of pavement will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(QC/QA Acceptance Methods)

CLASS OF CONCRETE	ITEM NUMBER	DESCRIPTION	P	METHOD
A	608.01	Portland Cement Concrete Slab on Grade Under Interlocking Conc. Pavers	-	C

P values listed above reflect the price per cubic meter (yd³) for all pay adjustment purposes.

SPECIAL PROVISION

SECTION 608

SIDEWALKS

(Portland Cement Concrete Sidewalks, Interlocking Concrete Paving, Granite Cobble Paving)

The provisions of Section 608 of the Standard Specifications shall apply with the following additions and modifications

PORTLAND CEMENT CONCRETE SIDEWALKS:

608.03 Portland Cement Concrete Sidewalks

All of the requirements of paragraph 608 03 shall apply with the following modifications

d Finishing The surface of sidewalks shall be finished with a medium broom finish, in the direction of predominant travel

INTERLOCKING CONCRETE PAVERS:

All of the requirements of Section 608 of the Standard Specifications shall apply with the following additions

Description

This work shall consist of the construction of *interlocking concrete paver* sidewalks on a sand and aggregate setting bed, and interlocking concrete paver crosswalks on a sand setting bed over concrete slab The work shall be in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the Drawings

Materials

Materials shall conform to the requirements of the various subsections of the specifications listed below

Interlocking Concrete Pavers The Contractor shall use interlocking concrete pavers and edge restraints as specified in Section 704 of the Supplemental Specifications

Bedding and Joint Sand Shall conform to the requirements of subsection 703 05 of the Standard Specifications

Aggregate Base for Interlocking Concrete Paver Sidewalk MDOT Type D as per
Section 703 06 of the Standard Specifications

Concrete Slab Base Shall conform to the requirements of Special Provision Section 502
– Structural Concrete

Construction Requirements

Mock-Ups

Prior to starting the work, a 10 ft x 10 ft (3m x 3m) area of each paver type shall be installed. This area will be used to determine surcharge of the bedding sand layer, joint sizes, lines, laying pattern(s), and the color(s), and texture of the pavers to be used on the project. This area shall be the standard from which the work will be judged and shall be left undisturbed until the work is completed. Whenever possible, it shall be incorporated as part of the work.

A Interlocking Concrete Paver Sidewalk

1 Subbase

- a Existing subbase shall be scarified to a depth of 6" (150mm) and compacted to not less than 98% Proctor Density as per ASTM D 1557

2 Aggregate Base

- a Aggregate base shall be compacted to not less than 98% Modified Proctor Density as per ASTM D 1557
- b The aggregate base shall be spread and compacted in uniform lifts not exceeding 4" (150mm) thickness
- c The aggregate base shall extend 6" (150mm) beyond the paved area where "PaveEdge" edge restraint is used
- d The base surface tolerance shall be +/- 3/8" (10mm) over a 10 ft (3m) straightedge
- e The Contractor shall verify that the aggregate base is dry, uniform, even, and ready to support sand, pavers, and imposed loads

3 Edge Restraint

- a "PaveEdge" shall be used to edge the sidewalk except where sidewalk abuts a concrete pedestrian ramp
- b Contractor shall verify location, type, installation and elevations of edge restraints around the perimeter area to be paved

4 Setting Bed

- a Spread bedding sand evenly over the aggregate base course and screed to a nominal 1" (25mm) thickness, not exceeding 1½" (40mm) thickness. The actual thickness shall be determined at the job site based on field trials in order to achieve a uniform depth not less than ¾" (19mm) and not greater than 1" (25mm) after compaction
- b The screeded sand should not be disturbed or pre-compacted. Do not use the bedding sand to fill depressions in the base surface

5 Pavers

- a Ensure that pavers are free of foreign material before installation
- b Set concrete pavers in accordance with patterns shown on the drawings. Units shall be installed straight and true to the required lines. Maintain straight pattern lines
- c Typical joints between the pavers shall be between 1/16" and 3/16" (2mm-5mm) wide on average
- d Cut as necessary to accommodate field conditions and to achieve an accurate and consistent fit to pattern as indicated on plans and details. Concrete pavers shall be free from stain, dirt, or dust after cutting
- e Install "soldier/sailor" course as shown on the Plans or fill gaps at the edges of the paved area with cut pavers or edge units
- f Work shall proceed by moving forward on top of the previously installed units. On sloped areas, work shall proceed uphill
- g Pavers shall be taken from 3 or more pallets at the same time by working vertically through the cubes to blend color evenly
- h Care shall be taken when transporting material over uncompacted pavement in order to prevent damage or pre-compaction

- 6 Compaction After a substantial area of pavers have been placed, use a low amplitude, high frequency plate vibrator to vibrate the pavers into the sand. Minimum centrifugal compaction force for 60mm thick pavers shall be 3000 lbs (13kN)

7 Completion

- a Sweep dry sand over the pavers. If using a vibrating compactor, do not vibrate within 3 ft (1m) of the unrestrained edges of the paving units
- b All work to within 3 ft (1m) of the laying face must be left fully compacted with sand-filled joints at the end of each day
- c Sweep off excess sand when the job is complete
- d The final surface elevations shall not deviate more than 3/8" (10mm) under a 10 ft (3m) long straightedge

- e The surface elevation of pavers shall be 1/8" to 1/4" (3mm-6mm) above adjacent drainage inlets, concrete collars or channels
- f After removal of excess sand, check final elevations for conformance to the drawings
- g Remove pavers that are loose, chipped, broken, stained or otherwise damaged, with fresh units and reset units that do not match adjoining units. Provide new units to match adjoining units and install in same manner as original units with same joint treatment to eliminate evidence of replacement
- h Clean exposed surfaces with potable water and stiff fiber brushes until all dirt, stains, efflorescence, asphalt, and other blemishes are removed. Use cleaner and procedures recommended by paver manufacturer. Test small sample areas for acceptance of cleaning procedures. Do not use wire brushes, metal scrapers or acids. Protect adjacent surfaces from damage during cleaning and operations
- i After cleaning, examine work and repair unacceptable conditions and correct as required
- j After installation and cleaning, protect work from damage during subsequent construction activities until work is accepted

B Interlocking Concrete Paver Crosswalk

1 Subbase

- a Existing subbase shall be scarified to a depth of 6" (150mm) and compacted to not less than 98% Proctor Density as per ASTM D 1557

2 Concrete Slab Base

- a Construct cast-in-place concrete slab base as per the Plans and Special Provisions Section 502

3 Setting Bed

- a Spread bedding sand evenly over the concrete slab base and screed to a nominal 1" (25mm) thickness, not exceeding 1 1/2" (40mm) thickness. The actual thickness shall be determined at the job site based on field trials in order to achieve a uniform depth not less than 3/4" (19mm) and not greater than 1" (25mm) after compaction
- b The screeded sand should not be disturbed or pre-compacted. Do not use the bedding sand to fill depressions in the base surface

4 Pavers

- a Ensure that pavers are free of foreign material before installation

- b Set concrete pavers in accordance with patterns shown on the drawings Units shall be installed straight and true to the required lines Maintain straight pattern lines
 - c Typical joints between the pavers shall be between 1/16" and 3/16" (2mm-5mm) wide on average
 - d Cut as necessary to accommodate field conditions and to achieve an accurate and consistent fit to pattern as indicated on plans and details Concrete pavers shall be free from stain, dirt, or dust after cutting
 - e Fill gaps at the edges of the paved area with cut pavers Cut pavers smaller than one-third of a whole paver are prohibited
 - f Work shall proceed by moving forward on top of the previously installed units
 - g Pavers shall be taken from 3 or more pallets at the same time by working vertically through the cubes to blend color evenly
 - h Care shall be taken when transporting material over uncompacted pavement in order to prevent damage or pre-compaction
- 5 Compaction After a substantial area of pavers have been placed, use a low amplitude, high frequency plate vibrator to vibrate the pavers into the sand Minimum centrifugal compaction force for 80mm thick pavers shall be 5000 lbs (22kN)
- 6 Completion
- a Sweep dry sand over the pavers If using a vibrating compactor, do not vibrate within 3 ft (1m) of the unrestrained edges of the paving units
 - b All work to within 3 ft (1m) of the laying face must be left fully compacted with sand-filled joints at the end of each day
 - c Sweep off excess sand when the job is complete
 - d The final surface elevations shall not deviate more than 3/8" (10mm) under a 10 ft (3m) long straightedge
 - e The surface elevation of pavers shall be 1/8" to 1/4" (3mm-6mm) above adjacent drainage inlets, concrete collars or channels
 - f After removal of excess sand, check final elevations for conformance to the drawings
 - g Remove pavers that are loose, chipped, broken, stained or otherwise damaged, with fresh units and reset units that do not match adjoining units Provide new units to match adjoining units and install in same manner as original units with same joint treatment to eliminate evidence of replacement
 - h Clean exposed surfaces with potable water and stiff fiber brushes until all dirt, stains, efflorescence, asphalt, and other blemishes are removed Use cleaner and procedures recommended by paver manufacturer Test small sample areas for acceptance of cleaning procedures Do not use wire brushes, metal scrapers or acids Protect adjacent surfaces from damage during cleaning and operations

- 1 After cleaning, examine work and repair unacceptable conditions and correct as required
- J After installation and cleaning, protect work from damage during subsequent construction activities until work is accepted

GRANITE COBBLE PAVING ON SAND-CEMENT BASE:

608.032 Granite Cobble Paving on Sand-Cement Base

All of the requirements of Section 608 of the Standard Specifications shall apply with the following additions

Description

The work shall consist of the construction of granite cobble sidewalks on a sand-cement setting bed in accordance with these specifications and in reasonably close conformity with the lines and grades as shown on the plans

Materials

Materials shall conform to the requirements of the various subsections of the specifications listed below

Granite Cobble The Contractor shall provide granite cobble as specified in Special Provision Section 704

Sand-Cement Base Bedding sand shall conform to the requirements of subsection 703 05 of the Standard Specifications Portland Cement shall conform to the requirements of subsection 701 01 of the Standard Specifications

Aggregate Base for Interlocking Concrete Paver Sidewalk MDOT Type D as per Section 703 06 of the Standard Specifications

Construction Requirements

- 1 Subgrade The subgrade for the sidewalks shall be shaped parallel to the proposed surface of the walks and shall be thoroughly compacted All depressions shall be filled with a suitable material and again compacted until the surface is smooth and hard
- 2 Subbase After the subgrade has been prepared, a foundation of MDOT Type D gravel shall be placed upon it to a minimum depth of 150mm This base shall be compacted to 95% proctor density After compaction, the subbase shall be parallel to the proposed surface of the work

- 3 Setting Bed A layer of sand-cement material at least 1" (25mm) thick and no more than 2" (50mm) thick shall be spread upon the properly compacted subbase material. The sand-cement setting bed shall be thoroughly compacted and present a hard smooth surface parallel to the proposed finish slope and grade of the walk. The ratio shall be six (6) parts bedding sand to one (1) part Portland Cement.
- 4 After the sand-cement setting bed has been properly prepared, the cobble shall be paced in the pattern shown on the plans and typical details. The cobbles shall be placed as closely together as possible and the sand-cement joints between the cobbles shall be no wider than that allowed by the natural texture of cobblestone itself. No open joints will be allowed.
- 5 Cobbles shall be saw cut to fit spaces requiring less than a full cobble. No cut cobble shall be less than 2" (50mm) in length. A journeyman cobblestone mason shall supervise all cobblestone placement.
- 6 After the cobbles have been carefully set upon the properly prepared sand-cement setting bed, a plank or sheet of plywood covering several courses of cobble shall be placed upon the work and carefully rammed with a heavy hammer until the cobbles reach a firm, unyielding bed and present a surface of the proper slope and grade. Any divergence from line and grade shall be corrected by taking up and relaying the cobbles.
- 7 After the ramming of the cobbles, a sufficient amount of sand-cement shall be spread over the surface and thoroughly swept or raked so as to fill the joints. All surplus sand-cement remaining on the sidewalk after the joints have been properly filled shall be carefully removed by sweeping. Care shall be taken to avoid raking out the joints during removal of excess sand-cement.
- 8 A final application of sand only shall be spread on the sidewalk. The application of sand shall then be removed by sweeping while the aforementioned precautions are being exercised.

608.05 Method of Measurement

Interlocking concrete pavement will be measured by the square meter of finished surface. Bedding sand will not be measured for payment but shall be considered included in the cost of the interlocking concrete pavement.

Base and subbase material for the sidewalk construction shall not be measured, as it will be measured as part of the base bid bituminous sidewalk work.

Curb shall be measured in accordance with Section 609 – Curb.

Granite cobble shall be measured by the square meter of finished surface. Sand-cement base will not be measured for payment but shall be considered included in the cost of the granite cobble pavement. Subbase material for granite cobble paving construction shall be measured only when the subbase is not already being measured as part of the base bid bituminous sidewalk work (i.e. at the traffic triangle area). When measured, it shall be measured according to Section 304 of the Standard Specification.

608.06 Basis of Payment

The accepted quantities of sidewalk will be paid for at the contract unit price per square meter for granite cobble sidewalk, interlocking concrete paver sidewalk and interlocking concrete paver crosswalk. There will be no separate payment for bedding sand or sand-cement as it will be considered included in the cost of the related pavement.

The cost of edge restraint for interlocking concrete paver sidewalks will be included in the cost of the related pavement.

Base and subbase material for sidewalk construction will be paid for as part of the base bid bituminous sidewalk work. Concrete slab base for interlocking pavement construction (at bench pads and at crosswalks) will be paid for under Section 502 – Structural Concrete- for Portland Cement Concrete Slab on Grade Under Interlocking Concrete Pavers. All compaction of the aggregate subbase and other incidental work required for a complete crosswalk will be incidental to the Interlocking Concrete Paver Sidewalk. Curb shall be paid for under Section 609 – Curb.

Payment will be made under

<u>Pay Item</u>	<u>Pay Unit</u>
608 241 Interlocking Concrete Paver Sidewalk	m ²
608 242 Interlocking Concrete Paver Crosswalk	m ²
608 28 Granite Cobble Paving on Sand-Cement Base	m ²

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SPECIAL PROVISION
SECTION 608
STRUCTURAL CONCRETE
(Portland Cement Concrete Slab on Grade Under Interlocking Concrete Pavers)

The provisions of Section 502 of the Standard Specifications shall apply with the following additions and modifications

608 01 Portland Cement Concrete Slab on Grade Under Interlocking Concrete Pavers

All of the requirements of Section 502 of the Standard Specifications shall apply with the following additions and modifications

Excavation

150mm aggregate base under the slab shall be compacted in uniform lifts to 98% Proctor Density

Finish

Concrete slab on grade under pavers shall have a float finish

Method of Measurement

Portland cement concrete slab on grade under interlocking concrete pavers will be measured by the cubic meter in accordance with the dimensions shown on the plans and details

Basis of Payment

Portland cement concrete slab on grade under interlocking concrete pavers will be paid for at the Contract unit price per cubic meter. Payment at the unit price will be full compensation for furnishing and installing reinforcement, curing, finishing and all incidentals necessary to complete the work satisfactorily. No direct payment will be made for concrete admixtures. Aggregate base and subbase material for slab construction will be paid for as part of the base bid bituminous sidewalk and road work.

Payment will be made under

Pay Item

Pay Unit

608 01 Portland Cement Concrete Slab on Grade
Under Interlocking Concrete Pavers

m³

SPECIAL PROVISIONS

SECTION 621

LANDSCAPE

(Backfill, Plant Species Specification and Quantities List)

Plant Pits and Beds

The provisions of Section 621.0019 of the Standard Specifications shall apply with the following additions and modifications:

- a. Plant Beds: Areas designated as plant beds must have the entire surface cultivated, cleared of weeds and be completely covered with mulch or sodded as specified on the Drawings. The top 6" (150mm) of native soil shall be replaced with screened loam (section 615) at the Contractor's expense.
- c. Class A Planting: Material excavated from the pit shall be hauled from the site and disposed of in a legal manner. Backfill around roots shall be as specified in section 621.0024.

Backfill – Class A

The provisions of Section 621.0024 of the Standard Specifications shall apply with the following modification:

For all Class A plants backfill shall be of a similar nature and texture to that of the root ball, whenever possible. Otherwise, fill is to be loam. Loam shall comply with Section 615 – Loam requirements.

Plant Species Specification and Quantities List

The following list of items provides the estimated quantities for use on this project. The scientific name of the plant material is provided along with the common name in parenthesis.

The contractor shall follow MDOT Standard Specifications, December 2002, for landscape materials and installation procedures (sec 621).

The MDOT Landscape Architect or his designee will be available to inspect plant materials and stake the location of plant materials at the time of planting. No plants shall be planted which have not been inspected by the City Arborist.

All shrubs shall be planted in mulched beds.

ITEM NO	Description	Unit	Quantity	Total
621.158	Flowering Crab (50mm-65mm cal) B&B	Ea		19
	Malus 'Centurion' (Centurion Crabapple)		19	
621.201	Md Deciduous Trees (50 mm - 65 mm cal) B&B	Ea		29
	Prunus 'Accolade' (Accolade Cherry)		14	
	Syringa reticulata (Japanese Tree Lilac) single stem		15	
621.273	Lg Deciduous Trees (50 mm - 65 mm cal) B&B	Ea		43
	Pyrus calleryana 'Cleveland Select' (Callery Pear); <i>Strong central leader required</i>		2	
	Quercus palustris (Pin Oak)		41	
621.511	Hybrid Rhododendron (450 mm - 600 mm) con			18
	Rhododendron 'PJM Hybrids' (PJM Rhododendron)		18	
621.54	Deciduous Shrubs (450 mm - 600 mm) con	Ea		12
	Euonymus alatus 'Compacta' (Winged Euonymus)		12	
621.80	Establishment Period	LS	1	1

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SPECIAL PROVISION

SECTION 626

FOUNDATIONS, CONDUIT AND JUNCTION BOXES FOR
HIGHWAY SIGNING, LIGHTING AND SIGNALS

626 01 Description

The following sentence is added

This work shall consist of furnishing and installing concrete pole bases and underground conduit and wiring for new lighting system at Lincoln Street from Main Street to Cedar Street as indicated on the drawings

626 03 General

The following paragraphs are added

PVC conduit shall be 2" Schedule 40 except under roadways shall be rigid steel Joints shall be made in accordance with ASTM D 2855 Solvent cement shall meet the requirements of ASTM D 2564 with particular attention to matching the viscosity to the conduit size

Joint adhesives shall be in accordance with ASTM D2517

626 031 Conduits

The following paragraphs are added

The burial depth of all conduit shall be 30 inch minimum below grade Rigid steel shall be used below roadway, Schedule 40 PVC shall be used for all other applications All conduit runs shall be watertight Slope conduit to drain into junction boxes Warning tape shall be installed 18 inches above the conduit

Test conductors for continuity and insulation resistance before installing Pull all conductors in a run together Use UL listed wire pulling compound as necessary Permanently label conductors at each end and in junction boxes Conductors must be continuous for entire run, except splices may be made in junction boxes If splices are made in junction boxes, all conductors in the run must be spliced identically

Seal conduit ends, including ends in junction boxes after conductor installation

626 035 Junction Box

Underground pull boxes shall be as manufactured of polymer concrete by (QUAZITE), a division of Strongwell. Provide manufacturer's listed cover for each top box with logo stating "ELECTRICAL". All pull boxes are to be furnished with concrete "ring". Junction boxes and frame and covers shall be designed for HS20 loading.

Install junction boxes as shown on the Plans and as necessary to maintain conductor runs to distances that will not exceed allowable pulling tension, to maintain total conduit bends to 270 degrees or less, and to allow flexibility to overcome any special field problems encountered.

626 04 Basis of Measurement

Concrete pole bases and junction boxes shall be measured by each unit.

Conduit will be measured by the number of meters.

626 5 Basis of Payment

The third paragraph is amended by the addition of the following "friction clamps" after the word "fittings" in the second sentence. The warning tape will not be measured separately for payment, but shall be incidental to the conduit.

Delete all pay items and replace with the following:

Payment will be made under

<u>Pay Item</u>	<u>Pay Unit</u>
626 11 Junction Box	Each
626 21 2 Inch Metallic Conduit	Meter
626 22 2 Inch Non-metallic Conduit (Schedule 40 PVC)	Meter
626 32 600mm (24 inch) Foundation	Each

WSBJr

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SPECIAL PROVISIONS

SECTION 634

HIGHWAY LIGHTING

634 01 Description

The following paragraph are added

Highway lighting work shall be completed at the following locations

This work shall consist of furnishing and installing concrete pole bases and underground conduit and wiring for new lighting system at Lincoln Street from Main Street to Cedar Street as indicated on the drawings

634 021 Materials

Materials shall meet the requirements specified in the following Subsections of Section 700 MATERIALS

Secondary Wiring

715 07

Paragraphs 2, 3, 4, 5, 6, 7, and 8 are deleted

634 024 Light Standards

Delete all paragraphs and replace with the following Lighting standards shall be supplied and installed by the City of Lewiston

634 04 Cable Installations

The sixth paragraph is deleted

634 05 Lighting Standards

Delete all paragraphs and replace with the following Lighting standards shall be supplied and installed by the City of Lewiston Anchor bolts shall be installed in precast pole base Bolt pattern supplied by Holophane

634 051 Removing Light Standards

Delete all paragraphs

634 052 Portable Power unit for lowering Luminaires

Delete all paragraphs

634 06 Luminaires

Delete paragraphs and replace with the following Wiring shall be as indicated on the drawings

634 061 Under bridge Lighting

Delete all paragraphs

634 08 Service

Delete all paragraphs and add the following

Conduits and wiring shall be run into the existing electrical panel at Cross Street Contractor shall install new breakers and make all terminations for complete operational wiring system as noted on the drawings Coordinate all work inside panel with Dennis Caron at the City of Lewiston Public Works Department

634 92 Method of Measurement

All wire will be measured by the number of meters

634 093 Basis of Payment

Delete paragraphs 1,2,3,4,6

Add the following a paragraph

Payment will be made for total number of meters wire actually furnished, installed and accepted at the contract price per meter This price shall include the cost of hand digging, trenching or plowing, furnishing and installing the conduit and wire and all labor, equipment and incidentals necessary to complete the work

Delete all pay items and replace with the following

Payment will be made under

<u>Pay Item</u>		<u>Pay Unit</u>
634 311	#1 AWG THHN Wire	Meter
634 312	#2 AWG THHN Wire	Meter
634 313	#4 AWG THHN Wire	Meter
634 314	#6 AWG THHN Wire	Meter
634 315	#8 AWG THHN Wire	Meter
634 316	#10 AWG THHN Wire	Meter

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

Approaches Approach signing shall include the following signs as a minimum. Field conditions may warrant the use of additional signs as determined by the Resident.

Road Work Next x Miles
Road Work 500 Feet
End Road Work

Work Area At each work site, signs and channelizing devices shall be used as directed by the Resident. Signs include:

Road Work xxxx¹
One Lane Road Ahead
Flagger Sign

Other typical signs include:

Be Prepared to Stop
Low Shoulder
Bump
Pavement Ends

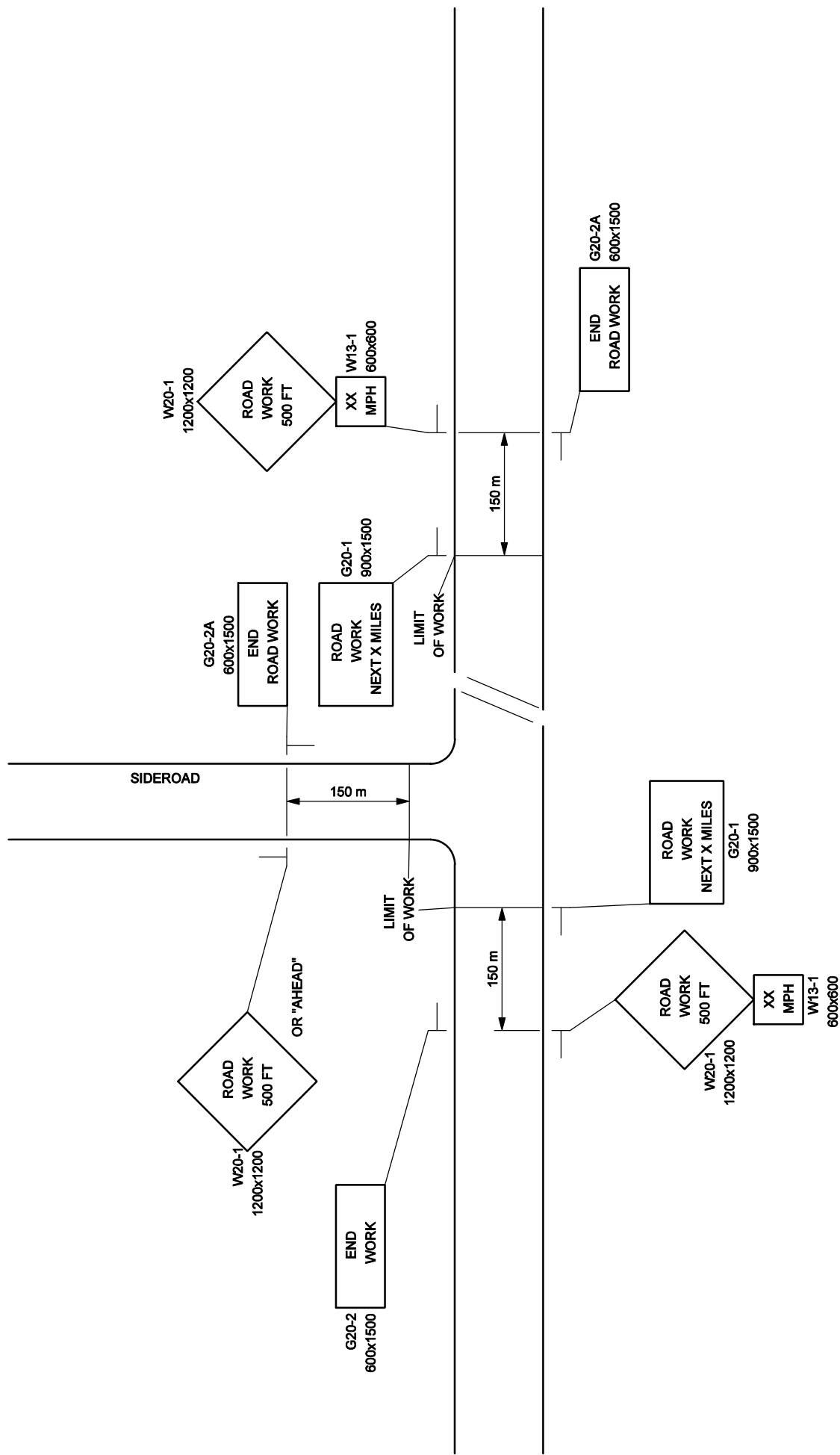
The above lists of Approach signs and Work Area signs are representative of the contract requirements. Other sign legends may be required.

The Contractor shall conduct their operations in such a manner that the roadway will not be restricted to one lane for more than 800 m [2,500 ft] at each work area. Where more than one work area restricts traffic to one lane operation, these work areas shall be separated by at least 1.6 km [1 mile] of two way operation.

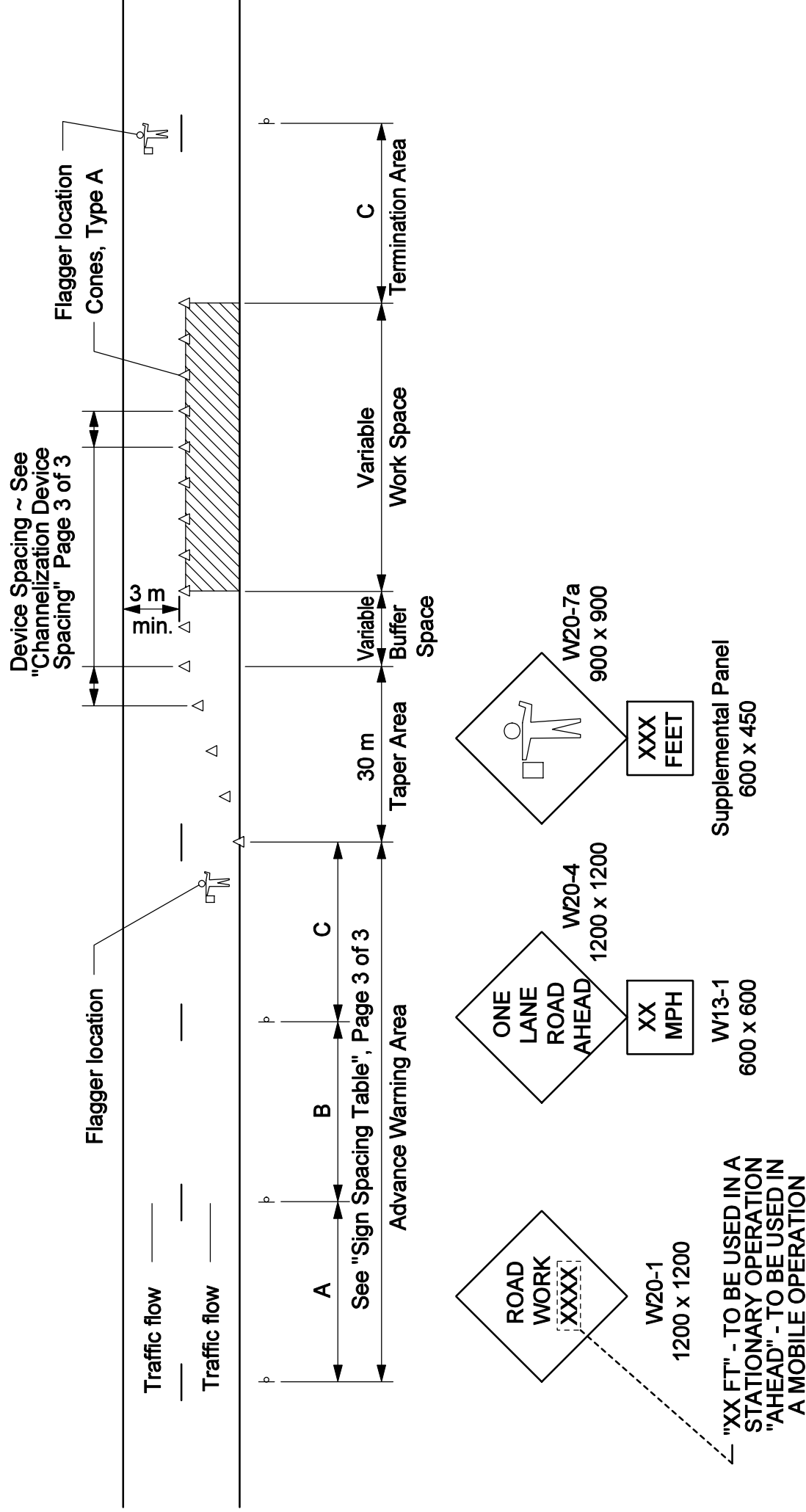
Temporary Centerline A temporary centerline shall be placed each day on all new pavement to be used by traffic. The temporary centerline, when specified of reflectorized traffic paint, shall conform to the standard marking patterns used for permanent markings.

Failure to apply a temporary centerline daily will result in suspension of paving until temporary markers are applied to all previously placed pavement.

¹ "Road Work Ahead" to be used in mobile operations and "Road Work xx ft" to be used in stationary operations as directed by the Resident.



TYPICAL -- PROJECT APPROACH SIGNING -- TWO WAY TRAFFIC



TYPICAL APPLICATION: TWO - WAY, TWO LANE ROADWAY, CLOSING ONE LANE USING FLAGGERS

* Formulas for L are as follows:

For speed limits of 40 mph (60 km/h) or less:

$$L = \frac{WS^2}{60} \quad (L = \frac{WS^2}{155})$$

For speed limits of 45 mph (70 km/h) or greater:

$$L = WS \quad (L = \frac{WS}{1.6})$$

* Formulas for L are as follows:

A minimum of 5 channelization devices shall be used in the taper.

TYPE OF TAPER	TAPER LENGTH (L)*
Merging Taper	at least L
Shifting Taper	at least 0.5L
Shoulder Taper	at least 0.33L
One-Lane, Two-Way Traffic Taper	100 ft (30 m) maximum
Downstream Taper	100 ft (30 m) per lane

CHANNELIZATION DEVICE SPACING

The spacing of channelization devices shall not exceed a distance equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet of 2.0 times the speed limit in mph when used for tangent channelization.

GENERAL NOTES;

1. Final placement of signs and devices may be changed to fit field conditions as approved by the Resident.

SIGN SPACING TABLE			
Road Type	Distance Between Signs**		
	A	B	C
Urban 30 mph (50 km/h) or less	100 (30)	100 (30)	100 (30)
Urban 35 mph (55 km/h) and greater	350 (100)	350 (100)	350 (100)
Rural	500 (150)	500 (150)	500 (150)
Expressway / Urban Parkway	2,640 (800)	1,500 (450)	1000 (300)

**Distances are shown in feet (meters).

SUGGESTED BUFFER ZONE LENGTHS

Speed (mph)	Length (feet)	Speed (mph)	Length (feet)
20	115	40	325
25	155	45	360
30	200	50	425
35	250	55	495

SPECIAL PROVISION
SECTION 656
Temporary Soil Erosion and Water Pollution Control

The following is added to Section 656 regarding Project Specific Information and Requirements. All references to the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control (a.k.a. Best Management Practices manual or BMP Manual) are a reference to the latest revision of said manual. The "Table of Contents" of the latest version is dated "1/19/00" (available at <http://www.state.me.us/mdot/mainhtml/bmp/bmpjan2000.pdf>.)

Procedures specified shall be according to the BMP Manual unless stated otherwise.

Project Specific Information and Requirements

The following information and requirements apply specifically to this Project. The temporary soil erosion and water pollution control measures associated with this work shall be addressed in the SEWPCP.

1. Newly disturbed earth shall be mulched by the end of each workday. Mulch shall be maintained on a daily basis.
2. The SEWPCP shall describe the location and method of temporary erosion and sediment control for existing and proposed catch basins, outlet areas and culvert inlets and outlets.
3. All disturbed ditches shall be stabilized by the end of each workday. Stabilization shall be maintained on a daily basis. Erosion control blanket shall be installed in the bottoms of all ditches except where a stone lining is planned. Seed shall be applied prior to the placement of the blanket.
4. Dust control items other than those under *Standard Specification, Section 637 – Dust Control*, if applicable, shall be included in the plan.
5. Permanent slope stabilization measures shall be applied within one week of the last soil disturbance.
6. Permanent seeding shall be done in accordance with *Standard Specification, Section 618 - Seeding* unless the Contract states otherwise.
7. Demolition debris (including debris from wearing surface removal, saw cut slurry, dust, etc.) shall be contained and shall not be allowed to discharge to any resource. All demolition debris shall be disposed of in accordance with *Standard Specifications, Section 202.03 Removing Existing Superstructure, Structural Concrete, Railings, Curbs, Sidewalks and Bridges*. Containment and disposal of demolition debris shall be addressed in the Contractor's SEWPCP.
8. After November 1 the Contractor shall use winter stabilization methods, such as Erosion Control Mix as specified in *Standard Specification, Section 619 - Mulch*. If required, spring procedures for permanent stabilization shall also be described in the plan. Use of this product for over-winter temporary erosion control will be incidental to the contract and be paid for as part of Pay Item 656.75.

SPECIAL PROVISION

SECTION 656

Temporary Soil Erosion and Water Pollution Control

9. A preconstruction field review is mandatory for this project. The preconstruction field review shall take place before commencing any work that involves soil disturbance or potential impacts on water quality. Attendees shall include the Environmental Coordinator, the preparer of the SEWPCP, the Construction Manager, and a representative from the Department's ENV Water Resources Unit. The date and time shall be set by the Contractor in consultation with the Construction Manager and ENV Water Resources Unit representative.

NOTES:

1. Delete the last sentence of Section 656.4.4, which reads, "After Final Acceptance of the project, the Contractor must submit the log to the Department which will become the property of the Department."
2. Any and all references to "bark mulch" or "composted bark mix" shall be a reference to "Erosion Control Mix" in accordance with *Standard Specification, Section 619 - Mulch*.

Permits & Cultural Resources Unit

PIN #: 8818.00 Location: Lewiston Permit Member: Rhonda Poirier
Photographs ☐ Database/Projex ☒ Package to ENV Coordinator: 3/24/03

☒ HISTORIC AND CULTURAL RESOURCES

MHPC Historic Resources	N/A <input type="checkbox"/>	Applicable <input checked="" type="checkbox"/>	Approved <input checked="" type="checkbox"/>
MHPC Archeological Resources	N/A <input type="checkbox"/>	Applicable <input checked="" type="checkbox"/>	Approved <input checked="" type="checkbox"/>
Tribal	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>

☒ 4(f) and 6(f)

Section 4(f)	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>
LAWCON 6(f)	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>

☒ Maine Department of Environmental Protection (MDEP) Site Location of Development

N/A ☒ Applicable ☐ Approved ☐

☒ Local Zoning, Title 30-A, Section 4325-6.

Is the project something other than the highway and bridge system, such as a maintenance lot, building/parking facility? Yes

☐ No ☒. If no, the project is exempt.

If yes, continue. Does the town in which the project is located have a comprehensive plan consistent with the Growth Management Program? Yes ☐ No ☐. If no, the project is exempt.

If yes, local zoning ordinances and/or permits are needed. Approved ☐

☒ Maine Department of Inland Fisheries and Wildlife (MDIFW) Essential Habitat

Eagle Nest	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>
Piping Plover	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>
Roseate Tern	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>

☒ Maine Department of Conservation/ Public Lands, Submerged Land Lease

N/A ☒ Applicable ☐

☒ Land Use Regulation Commission (LURC) ☒ Not Applicable

No permit	<input type="checkbox"/>	
Notice	<input type="checkbox"/>	Approved <input type="checkbox"/>
Permit	<input type="checkbox"/>	Approved <input type="checkbox"/>

☒ Maine Department of Environmental Protection (MDEP), Natural Resource Protection Act

No permit required	<input checked="" type="checkbox"/>	
Exempt	<input type="checkbox"/>	(Must use erosion and sediment control and not block fish passage.)
PBR	<input type="checkbox"/>	Approved <input type="checkbox"/>
Tier 1	<input type="checkbox"/>	Approved <input type="checkbox"/>
Tier 2	<input type="checkbox"/>	Approved <input type="checkbox"/>
Tier 3	<input type="checkbox"/>	Approved <input type="checkbox"/>

☒ Army Corps of Engineers (ACOE), Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.

No permit required	<input checked="" type="checkbox"/>	
Category 1-NR	<input type="checkbox"/>	Approved <input type="checkbox"/>
Category 2	<input type="checkbox"/>	Approved <input type="checkbox"/>
Category 3	<input type="checkbox"/>	Approved <input type="checkbox"/>

☒ IN-WATER TIMING RESTRICTIONS: 105 Special Provision ☐ No instream work indicated ☒

Dates instream work is allowed:

☒ Special Provision 656, Erosion Control Plan

* Boxes marked in red indicate items that are attached and need to be placed in the contract by the Project Manager.

Permits & Cultural Resources Unit

PIN #: 10253.00 Location: Lewiston Permit Member: Rhonda Poirier
 Photographs ☐ Database/Projex ☒ Package to ENV Coordinator: 5/23/03

☒ **HISTORIC AND CULTURAL RESOURCES**

MHPC Historic Resources	N/A <input type="checkbox"/>	Applicable <input checked="" type="checkbox"/>	Approved <input checked="" type="checkbox"/>
MHPC Archeological Resources	N/A <input type="checkbox"/>	Applicable <input checked="" type="checkbox"/>	Approved <input checked="" type="checkbox"/>
Advisory Council on Hist Preservation	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>
NPS Recordation	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>
State Recordation	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>

☒ **4(f) and 6(f)**

Section 4(f)	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>
LAWCON 6(f)	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>

☒ **Maine Department of Environmental Protection (MDEP) Site Location of Development**

N/A ☒ Applicable ☐ Approved ☐

☒ **Local Zoning, Title 30-A, Section 4325-6.**

Is the project something other than the highway and bridge system, such as a maintenance lot, building/parking facility? Yes ☐ No ☒. If no, the project is exempt.

If yes, continue. Does the town in which the project is located have a comprehensive plan consistent with the Growth Management Program? Yes ☐ No ☐. If no, the project is exempt.

If yes, local zoning ordinances and/or permits are needed. Approved ☐

☒ **Maine Department of Inland Fisheries and Wildlife (MDIFW) Essential Habitat**

Eagle Nest	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>
Piping Plover	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>
Roseate Tern	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>

☒ **United States Fish and Wildlife Service (USFWS), Migratory Bird Act**

N/A ☒ Applicable ☐

☒ **Maine Department of Conservation/ Public Lands, Submerged Land Lease**

N/A ☒ Applicable ☐

☒ **Environmental Protection Agency (EPA), National Pollutant Discharge Elimination System (NPDES)**

N/A ☒ Applicable ☐ NOI Submitted ☐

☒ **Land Use Regulation Commission (LURC)** ☒ Not Applicable

No permit	<input type="checkbox"/>	
Notice	<input type="checkbox"/>	Approved <input type="checkbox"/>
Permit	<input type="checkbox"/>	Approved <input type="checkbox"/>

☒ **Maine Department of Environmental Protection (MDEP), Natural Resource Protection Act**

No permit required	<input checked="" type="checkbox"/>	
Exempt	<input type="checkbox"/>	(Must use erosion and sediment control and not block fish passage.)
PBR	<input type="checkbox"/>	Approved <input type="checkbox"/>
Tier 1	<input type="checkbox"/>	Approved <input type="checkbox"/>
Tier 2	<input type="checkbox"/>	Approved <input type="checkbox"/>
Tier 3	<input type="checkbox"/>	Approved <input type="checkbox"/>

☒ **Army Corps of Engineers (ACOE), Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.**

No permit required	<input checked="" type="checkbox"/>	
Category 1-NR	<input type="checkbox"/>	Approved <input type="checkbox"/>
Category 2	<input type="checkbox"/>	Approved <input type="checkbox"/>
Category 3	<input type="checkbox"/>	Approved <input type="checkbox"/>

☒ **IN-WATER TIMING RESTRICTIONS:** 105 Special Provision ☐ n/a ☒

Dates instream work is allowed:

☒ **Special Provision 656, Erosion Control Plan**

* Boxes marked in red indicate items that are attached and need to be placed in the contract by the Project Manager.